



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT PROGRAM

January 25, 2022

In reply refer to: FOIA #BPA-2021-00511-F

Joe Prats

(b) (6)

Dear Mr. Prats,

This communication is the final response to your request for Bonneville Power Administration (BPA) records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your request was received on March 26, 2021, with a formal acknowledgement letter sent to you on April 8, 2021.

Request

“Please provide the previous and current Blanket Purchase Agreement between BPA’s Supplemental Labor Management Office (SLMO) and the following vendors: ACS, Aerotek, Flux, CorSource, Motus, Everest, Azad, First Tek, APR Staffing, Vanderhowen, Triad, Salient/CRTG”

Response

BPA collected 5,159 pages of responsive records from knowledgeable agency personnel in the Supplemental Labor office. Those 5,159 pages accompany this communication, with 4 pages having redactions applied under 5 U.S.C. § 552(b)(4) (Exemption 4) and 63 pages having redactions applied under 5 U.S.C. § 552(b)(6) (Exemption 6). A more detailed explanation of the applied exemptions follows.

Explanation of Exemptions

The FOIA generally requires the release of all government records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)).

Exemption 4

Exemption 4 protects “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.” (5 U.S.C. § 552(b)(4)). This exemption is intended to protect the interests of both the agency and third party submitters of information. Information is considered commercial or financial in nature if it relates to business or trade. Here, BPA is

withholding a third party company name under Exemption 4. The FOIA does not permit discretionary release of information otherwise protected by Exemption 4.

Exemption 6

BPA has applied redactions under Exemption 6 to protect the personal privacy of individuals. Exemption 6 to the FOIA protects information about individuals in “personnel and medical files and similar files” when the disclosure of such information “would constitute a clearly unwarranted invasion of personal privacy.” The application of Exemption 6 requires balancing the public’s interest in the information against the individuals’ privacy interests. If a significant privacy interest is found to exist, and there is no FOIA public interest in disclosure, the information is protected. Here, BPA relies on Exemption 6 to withhold a limited amount of information including signatures, contact names, and employee IDs. There is no public interest in this information as it does not shed light on the workings of the agency. Please be aware that the privacy right asserted belongs to the individual and not to the agency, and thus information that falls under Exemption 6 cannot be discretionarily released.

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the search and the information described above. Your FOIA request BPA-2021-00511-F is now closed.

Appeal

The adequacy of the search may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals
HG-1, L’Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase “Freedom of Information Appeal” in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE’s records are situated, or (4) in the District of Columbia.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770
Toll-free: 1-877-684-6448
Fax: 202-741-5769

Questions about this communication may be directed to the FOIA Public Liaison Jason Taylor at jetaylor@bpa.gov or 503-230-3537. Questions may also be directed to Thanh Knudson, Flux Resources, LLP, at etknudson@bpa.gov or 503-230-5221.

Sincerely,



Candice D. Palen
Freedom of Information/Privacy Act Officer

UNITED STATES
GOVERNMENT

MASTER AGREEMENT



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075817
Release : 00000
Page : 1

Vendor:
AUTOMATION & CONTROL STRATEGIES
GROUP INC
8117 NE 13TH AVENUE
VANCOUVER WA 98665

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Email: clrodriguez@bpa.gov

Attn: SARA SUMMERS

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 30

Performance Period: 05/14/17 - 05/11/19

(b) (6)

(b) (6)

Digitally signed by CODY RODRIGUEZ
DN: c=US, o=US Government, ou=Department of Energy, cn=CODY
RODRIGUEZ, 09 2342 19200300 100 1 1-89001003075189
Date: 2018.05.11 15:51:04 -0700

Contractor Signature

SARA SUMMERS, President

Printed Name/Title

5/11/18

Date Signed

BPA Contracting Officer

Date Signed

Contract Modifications

Title : EXERCISE OPTION YEAR ONE

Modification: 001

Modified Performance Period: - 05/11/19

Modification Value:

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

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

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

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

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

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

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

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))

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

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))

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

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))

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

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

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

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

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

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

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

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(MAR 2018)(BPI 19.4)**

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(MAR 2018)(BPI 22.5.6(F))**

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation

in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.
- 4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:
- Cyber & Physical Security training
 - FERC Standards of Conduct training
 - BPA Travel System training
 - Asset Suite and PeopleSoft user training
 - Records management training
 - Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

- 4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.
- 4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.
- 4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.
- 4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.
- 4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

- 5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.
- 5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. **General**

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075817
Release : 00000
Page : 1

Vendor:
AUTOMATION & CONTROL STRATEGIES
GROUP INC
8117 NE 13TH AVENUE
VANCOUVER WA 98665

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: SARA SUMMERS

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 30

Performance Period: 05/14/17 - 05/11/20

Unilateral; No Signature Required

Contractor Signature

Printed Name/Title

Date Signed

(b) (6)

BPA Contracting Officer

4/11/2019

Date Signed

Title : EXERCISE OPTION PERIOD 2

Modification: 002

Modified Performance Period: - 05/11/20

Modification Value:

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

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

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

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

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

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

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

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

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

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

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

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

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

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

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

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

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

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

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

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
- (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

- 10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);
- 10.7.2.2. Scheduling skills assessments/interviews
- 10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation
- 10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;
- 10.7.2.5. Invoicing.
- 10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75817		2. Amendment/Modification Number: ... - 003	
3. Effective Date: 4/22/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
AUTOMATION & CONTROL STRATEGIES

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer By: (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.04.22 16:58:38 -07'00'	15c. Date Signed: 04/22/2020

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

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

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

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

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

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

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

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

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

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

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

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

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

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

**ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))**

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

**INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))**

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

**INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))**

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

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

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
- (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. **General**

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75817		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

A. The final 6 months of Option Year 3 is exercised. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.

B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

Automation & Control Strategies

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer By: (b) (6) (Signature of Contracting Officer)	15c. Date Signed: 11/19/2020

Digitally signed by Cody L. Rodriguez
Date: 2020.11.19 14:11:52 -08'00'

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075817
Release : 00000
Page : 1

Vendor:

AUTOMATION & CONTROL STRATEGIES
GROUP INC
8117 NE 13TH AVENUE
VANCOUVER WA 98665

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn: Sara Summers

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: %

Days Net 30

Performance Period: 05/14/17 - 05/12/18

(b) (6)

Contractor Signature
Sara Summers / President

Printed Name/Title
05/01/2017

Date Signed

(b) (6)

BPA Contracting Officer

05/01/17
Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31
UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR	32
OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44
UNIT 4 — WAGE DETERMINATIONS	46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

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

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

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

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

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

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

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

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

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

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

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

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

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

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

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

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

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

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

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

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

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

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

- (a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

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

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)

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

TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

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

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

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

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

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

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

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

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

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

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to:
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

**ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

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

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)
(FEB 2016) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:

- (1) BPA Policy 434-1: Cyber Security Program
- (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
- (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
- (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.

- (b) Notifying BPA of Contractor Personnel Changes:

- (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
- (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
- (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.

- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
 - (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

the request.

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312	- Secretary II	14.74
01313	- Secretary III	17.50
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.53
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.95
01612	- Word Processor II	14.54
01613	- Word Processor III	16.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.51
05010	- Automotive Electrician	16.06
05040	- Automotive Glass Installer	15.17
05070	- Automotive Worker	15.17
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	16.97
05160	- Motor Equipment Metal Worker	15.17
05190	- Motor Vehicle Mechanic	16.97
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.30
05280	- Motor Vehicle Wrecker	15.17
05310	- Painter, Automotive	16.06
05340	- Radiator Repair Specialist	15.17
05370	- Tire Repairer	13.27
05400	- Transmission Repair Specialist	16.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.28
07210	- Meat Cutter	14.14
07260	- Waiter/Waitress	8.85
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.96
09040	- Furniture Handler	11.23
09080	- Furniture Refinisher	15.96
09090	- Furniture Refinisher Helper	12.70
09110	- Furniture Repairer, Minor	14.21
09130	- Upholsterer	15.96
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.16
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.16
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	12.65
11240	- Maid or Houseman	9.55
11260	- Pruner	11.32
11270	- Tractor Operator	15.00
11330	- Trail Maintenance Worker	12.65
11360	- Window Cleaner	12.48
12000	- Health Occupations	
12010	- Ambulance Driver	12.57
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	18.56
01420 - Survey Worker	13.83
01460 - Switchboard Operator/Receptionist	12.05
01531 - Travel Clerk I	11.90
01532 - Travel Clerk II	12.76
01533 - Travel Clerk III	13.59
01611 - Word Processor I	12.37
01612 - Word Processor II	13.89
01613 - Word Processor III	15.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.91
05010 - Automotive Electrician	16.67
05040 - Automotive Glass Installer	15.52
05070 - Automotive Worker	15.52
05110 - Mobile Equipment Servicer	13.53
05130 - Motor Equipment Metal Mechanic	17.80
05160 - Motor Equipment Metal Worker	15.52
05190 - Motor Vehicle Mechanic	17.80
05220 - Motor Vehicle Mechanic Helper	12.78
05250 - Motor Vehicle Upholstery Worker	14.48
05280 - Motor Vehicle Wrecker	15.52
05310 - Painter, Automotive	16.67
05340 - Radiator Repair Specialist	15.52
05370 - Tire Repairer	13.30
05400 - Transmission Repair Specialist	17.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.11
07041 - Cook I	11.10
07042 - Cook II	12.82
07070 - Dishwasher	8.76
07130 - Food Service Worker	9.75
07210 - Meat Cutter	12.85
07260 - Waiter/Waitress	8.88
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	12.35
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	13.97
09110 - Furniture Repairer, Minor	15.63
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.87
11060 - Elevator Operator	11.19
11090 - Gardener	14.89
11122 - Housekeeping Aide	11.19
11150 - Janitor	11.19
11210 - Laborer, Grounds Maintenance	11.50
11240 - Maid or Houseman	9.55
11260 - Pruner	10.29
11270 - Tractor Operator	13.70
11330 - Trail Maintenance Worker	11.50
11360 - Window Cleaner	12.52
12000 - Health Occupations	
12010 - Ambulance Driver	12.99
12011 - Breath Alcohol Technician	16.07
12012 - Certified Occupational Therapist Assistant	18.65
12015 - Certified Physical Therapist Assistant	19.03
12020 - Dental Assistant	16.25
12025 - Dental Hygienist	34.86
12030 - EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.49
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	11.51
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.03
01612	- Word Processor II	14.13
01613	- Word Processor III	15.81
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.33
05370	- Tire Repairer	10.61
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	9.80
07042	- Cook II	11.37
07070	- Dishwasher	8.60
07130	- Food Service Worker	9.41
07210	- Meat Cutter	15.84
07260	- Waiter/Waitress	8.79
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	14.27
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	11.56
11240	- Maid or Houseman	9.16
11260	- Pruner	10.14
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.56
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.49
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	22.96
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	34.95
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.57
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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

Daniel W. Simms	Division of		Wage Determination No.: 2015-5519
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	17.47
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.66
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.04
01611	- Word Processor I	13.43
01612	- Word Processor II	15.07
01613	- Word Processor III	16.87
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.65
05010	- Automotive Electrician	14.56
05040	- Automotive Glass Installer	14.24
05070	- Automotive Worker	14.07
05110	- Mobile Equipment Servicer	12.21
05130	- Motor Equipment Metal Mechanic	15.83
05160	- Motor Equipment Metal Worker	14.07
05190	- Motor Vehicle Mechanic	15.83
05220	- Motor Vehicle Mechanic Helper	11.50
05250	- Motor Vehicle Upholstery Worker	13.30
05280	- Motor Vehicle Wrecker	14.07
05310	- Painter, Automotive	15.03
05340	- Radiator Repair Specialist	15.27
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	15.83
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	10.78
07042	- Cook II	12.51
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.68
07210	- Meat Cutter	14.58
07260	- Waiter/Waitress	9.47
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.29
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	12.36
11240	- Maid or Houseman	8.90
11260	- Pruner	11.15
11270	- Tractor Operator	14.32
11330	- Trail Maintenance Worker	12.36
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	18.14
12011	- Breath Alcohol Technician	16.39
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	16.43
12025	- Dental Hygienist	36.52
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		14.16
21130 - Shipping/Receiving Clerk		14.16
21140 - Store Worker I		11.55
21150 - Stock Clerk		16.58
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.32
23019 - Aircraft Logs and Records Technician		17.99
23021 - Aircraft Mechanic I		21.23
23022 - Aircraft Mechanic II		22.32
23023 - Aircraft Mechanic III		23.39
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.16
23060 - Aircraft Servicer		17.99
23070 - Aircraft Survival Flight Equipment Technician		20.16
23080 - Aircraft Worker		19.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.57
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of		Wage Determination No.: 2015-5527
Director	Wage Determinations		Revision No.: 1
			Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071 - Licensed Practical Nurse I	17.04
12072 - Licensed Practical Nurse II	19.06
12073 - Licensed Practical Nurse III	21.26
12100 - Medical Assistant	15.12
12130 - Medical Laboratory Technician	17.61
12160 - Medical Record Clerk	14.92
12190 - Medical Record Technician	16.70
12195 - Medical Transcriptionist	18.70
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	10.62
12222 - Nursing Assistant II	11.94
12223 - Nursing Assistant III	13.03
12224 - Nursing Assistant IV	14.63
12235 - Optical Dispenser	19.06
12236 - Optical Technician	17.90
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	28.22
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	23.47
12320 - Substance Abuse Treatment Counselor	13.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.42
13012 - Exhibits Specialist II	27.79
13013 - Exhibits Specialist III	33.99
13041 - Illustrator I	22.42
13042 - Illustrator II	27.79
13043 - Illustrator III	33.99
13047 - Librarian	30.76
13050 - Library Aide/Clerk	15.60
13054 - Library Information Technology Systems Administrator	27.77
13058 - Library Technician	19.91
13061 - Media Specialist I	20.04
13062 - Media Specialist II	22.44
13063 - Media Specialist III	25.00
13071 - Photographer I	18.05
13072 - Photographer II	20.20
13073 - Photographer III	25.01
13074 - Photographer IV	30.59
13075 - Photographer V	37.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040 - Sewage Plant Operator	25.62
25070 - Stationary Engineer	30.04
25190 - Ventilation Equipment Tender	21.51
25210 - Water Treatment Plant Operator	25.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.21
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	27.65
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	31.54
27132 - Police Officer II	35.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	12.43
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.39
28515 - Recreation Specialist	19.33
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.59
29020 - Hatch Tender	30.59
29030 - Line Handler	30.59
29041 - Stevedore I	28.40
29042 - Stevedore II	32.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	27.26
30051 - Cryogenic Technician I	24.09
30052 - Cryogenic Technician II	26.61
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	24.57
30095 - Evidence Control Specialist	21.76
30210 - Laboratory Technician	26.29
30221 - Latent Fingerprint Technician I	24.09
30222 - Latent Fingerprint Technician II	26.61
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of		Wage Determination No.: 2015-5529
Director	Wage Determinations		Revision No.: 1
			Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		16.61
14160	- Personal Computer Support Technician		23.01
14170	- System Support Specialist		22.42
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		28.73
15020	- Aircrew Training Devices Instructor (Rated)		34.76
15030	- Air Crew Training Devices Instructor (Pilot)		41.66
15050	- Computer Based Training Specialist / Instructor		28.73
15060	- Educational Technologist		31.63
15070	- Flight Instructor (Pilot)		41.66
15080	- Graphic Artist		22.85
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086	- Maintenance Test Pilot, Rotary Wing		41.66
15088	- Non-Maintenance Test/Co-Pilot		41.66
15090	- Technical Instructor		20.39
15095	- Technical Instructor/Course Developer		24.95
15110	- Test Proctor		17.79
15120	- Tutor		17.79
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.86
16030	- Counter Attendant		10.86
16040	- Dry Cleaner		13.64
16070	- Finisher, Flatwork, Machine		10.86
16090	- Presser, Hand		10.86
16110	- Presser, Machine, Drycleaning		10.86
16130	- Presser, Machine, Shirts		10.86
16160	- Presser, Machine, Wearing Apparel, Laundry		10.86
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.77
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		21.40
19040	- Tool And Die Maker		26.82
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.38
21030	- Material Coordinator		19.75
21040	- Material Expediter		19.75
21050	- Material Handling Laborer		14.54
21071	- Order Filler		13.60
21080	- Production Line Worker (Food Processing)		16.38
21110	- Shipping Packer		15.81
21130	- Shipping/Receiving Clerk		15.81
21140	- Store Worker I		13.72
21150	- Stock Clerk		18.05
21210	- Tools And Parts Attendant		16.38
21410	- Warehouse Specialist		16.38
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		28.39
23019	- Aircraft Logs and Records Technician		22.69
23021	- Aircraft Mechanic I		26.93
23022	- Aircraft Mechanic II		28.39
23023	- Aircraft Mechanic III		29.84
23040	- Aircraft Mechanic Helper		19.74
23050	- Aircraft, Painter		24.87
23060	- Aircraft Servicer		22.69
23070	- Aircraft Survival Flight Equipment Technician		24.87
23080	- Aircraft Worker		24.10
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.84
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.31
01531	- Travel Clerk I	14.71
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.73
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	19.83
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	14.81
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.42
07042	- Cook II	16.56
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.40
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.37
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.20
09040	- Furniture Handler	16.86
09080	- Furniture Refinisher	19.20
09090	- Furniture Refinisher Helper	16.86
09110	- Furniture Repairer, Minor	18.01
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.02
11060	- Elevator Operator	12.02
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.43
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.39
12011	- Breath Alcohol Technician	21.47
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.44
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		29.28
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086 - Maintenance Test Pilot, Rotary Wing		41.67
15088 - Non-Maintenance Test/Co-Pilot		41.67
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		30.26
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.65
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.55
16220 - Tailor		15.44
16250 - Washer, Machine		11.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.20
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.52
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.52
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	21.94
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	20.13
05040	- Automotive Glass Installer	19.04
05070	- Automotive Worker	19.04
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	21.20
05160	- Motor Equipment Metal Worker	19.04
05190	- Motor Vehicle Mechanic	21.20
05220	- Motor Vehicle Mechanic Helper	15.81
05250	- Motor Vehicle Upholstery Worker	17.96
05280	- Motor Vehicle Wrecker	19.04
05310	- Painter, Automotive	20.13
05340	- Radiator Repair Specialist	19.04
05370	- Tire Repairer	13.59
05400	- Transmission Repair Specialist	21.20
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	13.24
07042	- Cook II	14.83
07070	- Dishwasher	10.40
07130	- Food Service Worker	10.83
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.39
09040	- Furniture Handler	13.14
09080	- Furniture Refinisher	17.39
09090	- Furniture Refinisher Helper	14.32
09110	- Furniture Repairer, Minor	15.76
09130	- Upholsterer	17.39
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.34
11060	- Elevator Operator	11.34
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.51
11240	- Maid or Houseman	10.72
11260	- Pruner	11.87
11270	- Tractor Operator	13.88
11330	- Trail Maintenance Worker	12.51
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	19.58
12011	- Breath Alcohol Technician	20.00
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.82
05040	- Automotive Glass Installer	18.24
05070	- Automotive Worker	18.24
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	19.82
05160	- Motor Equipment Metal Worker	18.24
05190	- Motor Vehicle Mechanic	19.94
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.25
05280	- Motor Vehicle Wrecker	18.24
05310	- Painter, Automotive	19.03
05340	- Radiator Repair Specialist	18.24
05370	- Tire Repairer	13.22
05400	- Transmission Repair Specialist	19.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.73
07130	- Food Service Worker	10.41
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.63
11060	- Elevator Operator	11.69
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	13.22
11240	- Maid or Houseman	10.81
11260	- Pruner	12.16
11270	- Tractor Operator	14.83
11330	- Trail Maintenance Worker	13.22
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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

Daniel W. Simms	Division of	Wage Determination No.:	2015-5545
Director	Wage Determinations	Revision No.:	2
		Date Of Revision:	12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	17.59
01410	- Supply Technician	23.72
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	14.47
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.34
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.29
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.48
07042	- Cook II	16.19
07070	- Dishwasher	10.95
07130	- Food Service Worker	11.62
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.59
09040	- Furniture Handler	17.77
09080	- Furniture Refinisher	22.59
09090	- Furniture Refinisher Helper	19.65
09110	- Furniture Repairer, Minor	21.14
09130	- Upholsterer	22.59
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.98
11060	- Elevator Operator	13.18
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.10
12011	- Breath Alcohol Technician	20.83
12012	- Certified Occupational Therapist Assistant	26.94
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.59
12025	- Dental Hygienist	45.64
12030	- EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		30.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.81
15030 - Air Crew Training Devices Instructor (Pilot)		42.69
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		29.69
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086 - Maintenance Test Pilot, Rotary Wing		41.68
15088 - Non-Maintenance Test/Co-Pilot		41.68
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.81
16030 - Counter Attendant		10.81
16040 - Dry Cleaner		12.89
16070 - Finisher, Flatwork, Machine		10.81
16090 - Presser, Hand		10.81
16110 - Presser, Machine, Drycleaning		10.81
16130 - Presser, Machine, Shirts		10.81
16160 - Presser, Machine, Wearing Apparel, Laundry		10.81
16190 - Sewing Machine Operator		13.74
16220 - Tailor		14.56
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.54
19040 - Tool And Die Maker		30.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.47
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		19.94
21130 - Shipping/Receiving Clerk		19.94
21140 - Store Worker I		16.11
21150 - Stock Clerk		20.30
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.36
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.36
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.99
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086 - Maintenance Test Pilot, Rotary Wing		34.60
15088 - Non-Maintenance Test/Co-Pilot		34.60
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.89
15120 - Tutor		17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.79
21030 - Material Coordinator		20.37
21040 - Material Expediter		20.37
21050 - Material Handling Laborer		13.74
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.79
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		16.79
21410 - Warehouse Specialist		16.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		22.01
23021 - Aircraft Mechanic I		25.97
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.61
23040 - Aircraft Mechanic Helper		19.36
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		22.01
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.66
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	15.37
07042 - Cook II	17.23
07070 - Dishwasher	10.51
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88
11060 - Elevator Operator	12.88
11090 - Gardener	16.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	10.87
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.43
12011 - Breath Alcohol Technician	18.43
12012 - Certified Occupational Therapist Assistant	25.28
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	27.92
12035 - Electroneurodiagnostic Technologist	27.92
12040 - Emergency Medical Technician	18.43

12071 - Licensed Practical Nurse I	16.47
12072 - Licensed Practical Nurse II	18.43
12073 - Licensed Practical Nurse III	20.54
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.39
12190 - Medical Record Technician	17.22
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	19.06
12236 - Optical Technician	16.47
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	28.95
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	22.82
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040 - Sewage Plant Operator	25.55
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	25.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	15.41
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.49
28515 - Recreation Specialist	21.20
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	22.52
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	24.78
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30095 - Evidence Control Specialist	19.18
30210 - Laboratory Technician	23.90
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.94
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320	- Service Order Dispatcher	17.47
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.33
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	14.80
01533	- Travel Clerk III	15.93
01611	- Word Processor I	13.51
01612	- Word Processor II	15.16
01613	- Word Processor III	16.97
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	18.37
05040	- Automotive Glass Installer	17.37
05070	- Automotive Worker	17.37
05110	- Mobile Equipment Servicer	15.33
05130	- Motor Equipment Metal Mechanic	19.39
05160	- Motor Equipment Metal Worker	17.37
05190	- Motor Vehicle Mechanic	19.39
05220	- Motor Vehicle Mechanic Helper	14.33
05250	- Motor Vehicle Upholstery Worker	16.37
05280	- Motor Vehicle Wrecker	17.37
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	17.37
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	19.39
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.66
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.93
07130	- Food Service Worker	10.48
07210	- Meat Cutter	16.38
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.82
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.84
11060	- Elevator Operator	11.55
11090	- Gardener	16.67
11122	- Housekeeping Aide	11.55
11150	- Janitor	11.55
11210	- Laborer, Grounds Maintenance	13.39
11240	- Maid or Houseman	10.60
11260	- Pruner	12.52
11270	- Tractor Operator	15.58
11330	- Trail Maintenance Worker	13.39
11360	- Window Cleaner	12.57
12000	- Health Occupations	
12010	- Ambulance Driver	19.47
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	19.27
12025	- Dental Hygienist	38.16
12030	- EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		22.85
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086	- Maintenance Test Pilot, Rotary Wing		36.53
15088	- Non-Maintenance Test/Co-Pilot		36.53
15090	- Technical Instructor		20.39
15095	- Technical Instructor/Course Developer		25.47
15110	- Test Proctor		16.82
15120	- Tutor		16.82
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		18.51
21040	- Material Expediter		18.51
21050	- Material Handling Laborer		12.69
21071	- Order Filler		13.37
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		23.64
23019	- Aircraft Logs and Records Technician		18.98
23021	- Aircraft Mechanic I		22.49
23022	- Aircraft Mechanic II		23.64
23023	- Aircraft Mechanic III		24.82
23040	- Aircraft Mechanic Helper		16.62
23050	- Aircraft, Painter		21.31
23060	- Aircraft Servicer		18.98
23070	- Aircraft Survival Flight Equipment Technician		21.31
23080	- Aircraft Worker		20.14
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	20.99
01420 - Survey Worker	14.05
01460 - Switchboard Operator/Receptionist	13.04
01531 - Travel Clerk I	13.58
01532 - Travel Clerk II	14.74
01533 - Travel Clerk III	15.86
01611 - Word Processor I	13.71
01612 - Word Processor II	15.39
01613 - Word Processor III	17.22
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.67
05040 - Automotive Glass Installer	16.70
05070 - Automotive Worker	16.70
05110 - Mobile Equipment Servicer	14.75
05130 - Motor Equipment Metal Mechanic	18.65
05160 - Motor Equipment Metal Worker	16.70
05190 - Motor Vehicle Mechanic	18.65
05220 - Motor Vehicle Mechanic Helper	13.79
05250 - Motor Vehicle Upholstery Worker	15.74
05280 - Motor Vehicle Wrecker	16.70
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.70
05370 - Tire Repairer	13.73
05400 - Transmission Repair Specialist	18.65
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.15
07041 - Cook I	11.30
07042 - Cook II	12.78
07070 - Dishwasher	9.56
07130 - Food Service Worker	10.51
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.14
09040 - Furniture Handler	11.65
09080 - Furniture Refinisher	15.14
09090 - Furniture Refinisher Helper	12.25
09110 - Furniture Repairer, Minor	13.73
09130 - Upholsterer	15.14
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.64
11060 - Elevator Operator	11.52
11090 - Gardener	15.96
11122 - Housekeeping Aide	11.52
11150 - Janitor	11.52
11210 - Laborer, Grounds Maintenance	13.06
11240 - Maid or Houseman	9.85
11260 - Pruner	12.52
11270 - Tractor Operator	14.99
11330 - Trail Maintenance Worker	13.06
11360 - Window Cleaner	12.54
12000 - Health Occupations	
12010 - Ambulance Driver	19.81
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	39.52
12030 - EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		28.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086 - Maintenance Test Pilot, Rotary Wing		34.88
15088 - Non-Maintenance Test/Co-Pilot		34.88
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.13
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320 - Service Order Dispatcher	18.49
01410 - Supply Technician	22.62
01420 - Survey Worker	19.88
01460 - Switchboard Operator/Receptionist	14.41
01531 - Travel Clerk I	13.60
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	15.93
01611 - Word Processor I	14.12
01612 - Word Processor II	15.86
01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.95
05010 - Automotive Electrician	19.85
05040 - Automotive Glass Installer	18.97
05070 - Automotive Worker	18.97
05110 - Mobile Equipment Servicer	17.05
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.86
07042 - Cook II	14.31
07070 - Dishwasher	9.65
07130 - Food Service Worker	10.57
07210 - Meat Cutter	16.87
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.96
09080 - Furniture Refinisher	17.34
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.36
09130 - Upholsterer	18.24
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	12.95
11090 - Gardener	15.89
11122 - Housekeeping Aide	13.27
11150 - Janitor	13.27
11210 - Laborer, Grounds Maintenance	12.58
11240 - Maid or Houseman	11.47
11260 - Pruner	11.49
11270 - Tractor Operator	14.79
11330 - Trail Maintenance Worker	12.58
11360 - Window Cleaner	14.48
12000 - Health Occupations	
12010 - Ambulance Driver	19.04
12011 - Breath Alcohol Technician	19.93
12012 - Certified Occupational Therapist Assistant	24.78
12015 - Certified Physical Therapist Assistant	24.18
12020 - Dental Assistant	17.72
12025 - Dental Hygienist	36.69
12030 - EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of		Wage Determination No.: 2015-5579
Director	Wage Determinations		Revision No.: 1
			Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320	- Service Order Dispatcher	16.54
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.11
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	12.90
01612	- Word Processor II	14.48
01613	- Word Processor III	16.19
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.35
05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.86
07130	- Food Service Worker	9.74
07210	- Meat Cutter	16.67
07260	- Waiter/Waitress	9.91
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.25
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.58
11060	- Elevator Operator	11.36
11090	- Gardener	15.72
11122	- Housekeeping Aide	11.36
11150	- Janitor	11.36
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	10.17
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.36
12000	- Health Occupations	
12010	- Ambulance Driver	18.48
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.27
12025	- Dental Hygienist	36.45
12030	- EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		33.11
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		13.70
21071 - Order Filler		12.32
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.33
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	12.12
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	14.84
01533 - Travel Clerk III	15.96
01611 - Word Processor I	13.64
01612 - Word Processor II	15.31
01613 - Word Processor III	17.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.28
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.59
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.73
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.37
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.37
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	37.49
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086 - Maintenance Test Pilot, Rotary Wing		37.75
15088 - Non-Maintenance Test/Co-Pilot		37.75
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		12.85
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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

Daniel W. Simms	Division of		Wage Determination No.: 2015-5583
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	22.85
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.72
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.96
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.89
07042	- Cook II	14.63
07070	- Dishwasher	9.64
07130	- Food Service Worker	10.66
07210	- Meat Cutter	16.19
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.24
09040	- Furniture Handler	12.48
09080	- Furniture Refinisher	18.54
09090	- Furniture Refinisher Helper	14.57
09110	- Furniture Repairer, Minor	16.67
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.20
11060	- Elevator Operator	12.18
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.18
11150	- Janitor	12.18
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	15.62
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.32
12000	- Health Occupations	
12010	- Ambulance Driver	20.94
12011	- Breath Alcohol Technician	20.94
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	37.49
12030	- EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086 - Maintenance Test Pilot, Rotary Wing		41.12
15088 - Non-Maintenance Test/Co-Pilot		41.12
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		19.57
15120 - Tutor		19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.95
21040 - Material Expediter		20.95
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		15.70
21130 - Shipping/Receiving Clerk		15.70
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.19
23019 - Aircraft Logs and Records Technician		22.51
23021 - Aircraft Mechanic I		26.77
23022 - Aircraft Mechanic II		28.19
23023 - Aircraft Mechanic III		29.61
23040 - Aircraft Mechanic Helper		19.68
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.51
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		23.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075819
Release : 0000 *h*
Page : 1

Vendor:

(b) (4)

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn:

(b) (6)

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: %

Days Net 30

Performance Period:

05/14/17 - 05/12/18 *h*

(b) (6)

(b) (6)

Contractor Signature

BPA Contracting Officer

(b) (6)

05/1/17

Printed Name/Title

Date Signed

3/25/17

Date Signed

SUPPLEMENTAL LABOR

MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31
UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR	32
OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44
UNIT 4 — WAGE DETERMINATIONS	46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

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

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

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

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

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

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

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

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

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

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

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

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

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

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

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

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

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

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

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

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: VendorMaintenance@BPA.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	

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

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

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

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

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

(d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

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

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)**

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

**TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)**

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)**

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

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

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

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

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

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

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)

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

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

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

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to-
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

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

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

- (C) Daily and weekly hours worked by each employee; and
- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.

(p) Contractor's certification

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.

(q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)**

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
 - (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (11) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (12) Preservation of property (41 CFR § 102-74.380),
 - (13) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (14) Disturbances (41 CFR § 102-74.390),
 - (15) Gambling Prohibited (41 CFR § 102-74.395),
 - (16) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (17) Posting and Distributing Materials (41 CFR § 102-74.415)
 - (18) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (19) Dogs and Other Animals Prohibited (41 CFR § 102-74.425)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)**

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)
(FEB 2016) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:

- (1) BPA Policy 434-1: Cyber Security Program
- (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
- (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
- (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.

- (b) Notifying BPA of Contractor Personnel Changes:

- (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
- (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
- (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.

- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
 - (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) BPA is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

- (a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--
- (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.
- (d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--
- (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.
- (f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.
- (g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
- 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
- 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
- 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

Click OLE icon to access word processing. Execute to create a new Modification.



Contract:	00075819	00000	Facility:	TBL	Contract Status:	ISSUED	04/26/2017
Modification:	001	Previous Next	Facility Group:	TBL	Modification Status:	ISSUED	05/02/2017
Modified By:	(b) (6)		Company:	TBL	Execution Date:	05/02/2017	Execute
Project:	0001392		Print Status:	<input type="checkbox"/>	Image:		
Title:	ADMINISTRATIVE MOD TO CORRECT DATES						
Modification Type:	ADMIN						

Modification Details

Contract Value

Prior:

Modification:

New Value: [USD](#)

NTX:

Pricing Method

Prior: NFO

Modification:

Start Date and End Date

Prior: 05/01/2017 - 04/30/2018

Modification: 05/14/2017 - 05/12/2018

Vendor

Prior: (b) (4) 00

Modification:

Scope Details

Modification Scope

Scope Updated:

Related Information

- [Resources](#)
- [NAICS WMBE I...](#)
- [Contacts](#)
- [Change Request](#)
- [Milestones](#)
- [Communication...](#)
- [Documents](#)
- [Forecast](#)



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075819
Release : 00000
Page : 1

Vendor:

(b) (4)

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Email: clrodriguez@bpa.gov

A ttn:

(b) (6)

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Performance Period: 05/14/17 - 05/11/19

Payment Terms: % Days Net 30

(b) (6)

(b) (6)

Contractor Signature

BPA Contracting Officer

(b) (6)

5/11/2018

Printed Name/Title

Date Signed

Date Signed

Title : EXERCISE OPTION YEAR ONE

Modification: 002

Modified Performance Period: - 05/11/19

Modification Value:

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i>
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input checked="" type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i> Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01.

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. This does not affect pricing.
5. All other terms and conditions remain unchanged.

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

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

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

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

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

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

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

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

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

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

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

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

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

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

**ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))**

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

**INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))**

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

**INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))**

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

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

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.

- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.
- 4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:
- Cyber & Physical Security training
 - FERC Standards of Conduct training
 - BPA Travel System training
 - Asset Suite and PeopleSoft user training
 - Records management training
 - Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

- 4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.
- 4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.
- 4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.
- 4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.
- 4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

- 5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.
- 5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075819
Release : 00000
Page : 1

Vendor:

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: (b) (6)

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 30

Performance Period: 05/14/17 - 05/11/20

Unilateral; No Signature Required

Contractor Signature

Printed Name/Title

Date Signed

(b) (6)

BPA Contracting Officer

4/11/2019

Date Signed

Contract Modifications

Title : EXERCISE OPTION PERIOD 2

Modification: 003

Modified Performance Period: - 05/11/20

Modification Value:

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

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

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

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

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

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

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

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

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

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

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

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

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

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

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

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

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

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

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

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
- (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program (Bonneville Policy 434-1),
 - (10) Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14) Preservation of property (41 CFR § 102-74.380),
 - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16) Disturbances (41 CFR § 102-74.390),
 - (17) Gambling Prohibited (41 CFR § 102-74.395),
 - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

**HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)**

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)**

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))**

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
- (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75819		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 4/22/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

(b) (4)

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.04.22 17:01:51 -07'00' (Signature of Contracting Officer)	15c. Date Signed: 04/22/2020

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

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

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

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

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

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

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

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

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

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

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

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

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

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

**ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))**

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

**INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))**

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

**INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))**

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

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

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.

8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.

9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75819		2. Amendment/Modification Number: ... - 005	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

(b) (4)

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.11.19 18:15:59 -08'00'	15c. Date Signed: 11/19/2020

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075829
Release : 0000 *h*
Page : 1

Vendor:
IESOLUTIONS
5319 SW WESTGATE DR
SUITE 130
PORTLAND OR 97221

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn: TOM COLEMAN

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/12/18 *h*

(b) (6)

(b) (6)

Contractor Signature

BPA Contracting Officer

Joe Prats Managing Partner

05/1/17

Printed Name/Title

Date Signed

4/25/17

Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR 32

OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44

UNIT 4 — WAGE DETERMINATIONS 46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

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

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

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

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

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

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

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

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

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

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

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

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

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

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

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

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

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

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

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

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

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

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

- (a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

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

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)

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

TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

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

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

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

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

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

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

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

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

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

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to:
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

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

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

**PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)**

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

**INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)**

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.

(p) Contractor's certification

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.

(q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15) (FEB 2016) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) BPA Policy 434-1: Cyber Security Program
 - (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
 - (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
 - (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying BPA of Contractor Personnel Changes:
 - (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
 - (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
 - (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

the request.

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312	- Secretary II	14.74
01313	- Secretary III	17.50
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.53
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.95
01612	- Word Processor II	14.54
01613	- Word Processor III	16.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.51
05010	- Automotive Electrician	16.06
05040	- Automotive Glass Installer	15.17
05070	- Automotive Worker	15.17
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	16.97
05160	- Motor Equipment Metal Worker	15.17
05190	- Motor Vehicle Mechanic	16.97
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.30
05280	- Motor Vehicle Wrecker	15.17
05310	- Painter, Automotive	16.06
05340	- Radiator Repair Specialist	15.17
05370	- Tire Repairer	13.27
05400	- Transmission Repair Specialist	16.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.28
07210	- Meat Cutter	14.14
07260	- Waiter/Waitress	8.85
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.96
09040	- Furniture Handler	11.23
09080	- Furniture Refinisher	15.96
09090	- Furniture Refinisher Helper	12.70
09110	- Furniture Repairer, Minor	14.21
09130	- Upholsterer	15.96
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.16
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.16
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	12.65
11240	- Maid or Houseman	9.55
11260	- Pruner	11.32
11270	- Tractor Operator	15.00
11330	- Trail Maintenance Worker	12.65
11360	- Window Cleaner	12.48
12000	- Health Occupations	
12010	- Ambulance Driver	12.57
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320	- Service Order Dispatcher	15.82
01410	- Supply Technician	18.56
01420	- Survey Worker	13.83
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.37
01612	- Word Processor II	13.89
01613	- Word Processor III	15.54
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.91
05010	- Automotive Electrician	16.67
05040	- Automotive Glass Installer	15.52
05070	- Automotive Worker	15.52
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	17.80
05160	- Motor Equipment Metal Worker	15.52
05190	- Motor Vehicle Mechanic	17.80
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.48
05280	- Motor Vehicle Wrecker	15.52
05310	- Painter, Automotive	16.67
05340	- Radiator Repair Specialist	15.52
05370	- Tire Repairer	13.30
05400	- Transmission Repair Specialist	17.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.11
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.75
07210	- Meat Cutter	12.85
07260	- Waiter/Waitress	8.88
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.56
09040	- Furniture Handler	12.35
09080	- Furniture Refinisher	17.56
09090	- Furniture Refinisher Helper	13.97
09110	- Furniture Repairer, Minor	15.63
09130	- Upholsterer	17.56
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.19
11090	- Gardener	14.89
11122	- Housekeeping Aide	11.19
11150	- Janitor	11.19
11210	- Laborer, Grounds Maintenance	11.50
11240	- Maid or Houseman	9.55
11260	- Pruner	10.29
11270	- Tractor Operator	13.70
11330	- Trail Maintenance Worker	11.50
11360	- Window Cleaner	12.52
12000	- Health Occupations	
12010	- Ambulance Driver	12.99
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	16.25
12025	- Dental Hygienist	34.86
12030	- EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.49
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	11.51
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.03
01612	- Word Processor II	14.13
01613	- Word Processor III	15.81
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.33
05370	- Tire Repairer	10.61
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	9.80
07042	- Cook II	11.37
07070	- Dishwasher	8.60
07130	- Food Service Worker	9.41
07210	- Meat Cutter	15.84
07260	- Waiter/Waitress	8.79
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	14.27
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	11.56
11240	- Maid or Houseman	9.16
11260	- Pruner	10.14
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.56
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.49
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	22.96
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	34.95
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5519
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	17.47
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.66
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.04
01611	- Word Processor I	13.43
01612	- Word Processor II	15.07
01613	- Word Processor III	16.87
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.65
05010	- Automotive Electrician	14.56
05040	- Automotive Glass Installer	14.24
05070	- Automotive Worker	14.07
05110	- Mobile Equipment Servicer	12.21
05130	- Motor Equipment Metal Mechanic	15.83
05160	- Motor Equipment Metal Worker	14.07
05190	- Motor Vehicle Mechanic	15.83
05220	- Motor Vehicle Mechanic Helper	11.50
05250	- Motor Vehicle Upholstery Worker	13.30
05280	- Motor Vehicle Wrecker	14.07
05310	- Painter, Automotive	15.03
05340	- Radiator Repair Specialist	15.27
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	15.83
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	10.78
07042	- Cook II	12.51
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.68
07210	- Meat Cutter	14.58
07260	- Waiter/Waitress	9.47
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.29
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	12.36
11240	- Maid or Houseman	8.90
11260	- Pruner	11.15
11270	- Tractor Operator	14.32
11330	- Trail Maintenance Worker	12.36
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	18.14
12011	- Breath Alcohol Technician	16.39
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	16.43
12025	- Dental Hygienist	36.52
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		14.16
21130 - Shipping/Receiving Clerk		14.16
21140 - Store Worker I		11.55
21150 - Stock Clerk		16.58
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.32
23019 - Aircraft Logs and Records Technician		17.99
23021 - Aircraft Mechanic I		21.23
23022 - Aircraft Mechanic II		22.32
23023 - Aircraft Mechanic III		23.39
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.16
23060 - Aircraft Servicer		17.99
23070 - Aircraft Survival Flight Equipment Technician		20.16
23080 - Aircraft Worker		19.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5527
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071 - Licensed Practical Nurse I	17.04
12072 - Licensed Practical Nurse II	19.06
12073 - Licensed Practical Nurse III	21.26
12100 - Medical Assistant	15.12
12130 - Medical Laboratory Technician	17.61
12160 - Medical Record Clerk	14.92
12190 - Medical Record Technician	16.70
12195 - Medical Transcriptionist	18.70
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	10.62
12222 - Nursing Assistant II	11.94
12223 - Nursing Assistant III	13.03
12224 - Nursing Assistant IV	14.63
12235 - Optical Dispenser	19.06
12236 - Optical Technician	17.90
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	28.22
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	23.47
12320 - Substance Abuse Treatment Counselor	13.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.42
13012 - Exhibits Specialist II	27.79
13013 - Exhibits Specialist III	33.99
13041 - Illustrator I	22.42
13042 - Illustrator II	27.79
13043 - Illustrator III	33.99
13047 - Librarian	30.76
13050 - Library Aide/Clerk	15.60
13054 - Library Information Technology Systems Administrator	27.77
13058 - Library Technician	19.91
13061 - Media Specialist I	20.04
13062 - Media Specialist II	22.44
13063 - Media Specialist III	25.00
13071 - Photographer I	18.05
13072 - Photographer II	20.20
13073 - Photographer III	25.01
13074 - Photographer IV	30.59
13075 - Photographer V	37.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040 - Sewage Plant Operator	25.62
25070 - Stationary Engineer	30.04
25190 - Ventilation Equipment Tender	21.51
25210 - Water Treatment Plant Operator	25.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.21
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	27.65
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	31.54
27132 - Police Officer II	35.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	12.43
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.39
28515 - Recreation Specialist	19.33
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.59
29020 - Hatch Tender	30.59
29030 - Line Handler	30.59
29041 - Stevedore I	28.40
29042 - Stevedore II	32.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	27.26
30051 - Cryogenic Technician I	24.09
30052 - Cryogenic Technician II	26.61
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	24.57
30095 - Evidence Control Specialist	21.76
30210 - Laboratory Technician	26.29
30221 - Latent Fingerprint Technician I	24.09
30222 - Latent Fingerprint Technician II	26.61
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5529
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		22.42
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.73
15020 - Aircrew Training Devices Instructor (Rated)		34.76
15030 - Air Crew Training Devices Instructor (Pilot)		41.66
15050 - Computer Based Training Specialist / Instructor		28.73
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.66
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086 - Maintenance Test Pilot, Rotary Wing		41.66
15088 - Non-Maintenance Test/Co-Pilot		41.66
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		24.95
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		19.75
21040 - Material Expediter		19.75
21050 - Material Handling Laborer		14.54
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.81
21130 - Shipping/Receiving Clerk		15.81
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		22.69
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		19.74
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.69
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		24.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.84
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.31
01531	- Travel Clerk I	14.71
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.73
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	19.83
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	14.81
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.42
07042	- Cook II	16.56
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.40
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.37
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.20
09040	- Furniture Handler	16.86
09080	- Furniture Refinisher	19.20
09090	- Furniture Refinisher Helper	16.86
09110	- Furniture Repairer, Minor	18.01
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.02
11060	- Elevator Operator	12.02
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.43
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.39
12011	- Breath Alcohol Technician	21.47
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.44
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		29.28
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086 - Maintenance Test Pilot, Rotary Wing		41.67
15088 - Non-Maintenance Test/Co-Pilot		41.67
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		30.26
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.65
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.55
16220 - Tailor		15.44
16250 - Washer, Machine		11.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.20
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.52
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.52
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.99
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320 - Service Order Dispatcher	17.27
01410 - Supply Technician	21.94
01420 - Survey Worker	12.86
01460 - Switchboard Operator/Receptionist	13.04
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	13.80
01533 - Travel Clerk III	14.77
01611 - Word Processor I	13.69
01612 - Word Processor II	15.37
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.28
05010 - Automotive Electrician	20.13
05040 - Automotive Glass Installer	19.04
05070 - Automotive Worker	19.04
05110 - Mobile Equipment Servicer	17.25
05130 - Motor Equipment Metal Mechanic	21.20
05160 - Motor Equipment Metal Worker	19.04
05190 - Motor Vehicle Mechanic	21.20
05220 - Motor Vehicle Mechanic Helper	15.81
05250 - Motor Vehicle Upholstery Worker	17.96
05280 - Motor Vehicle Wrecker	19.04
05310 - Painter, Automotive	20.13
05340 - Radiator Repair Specialist	19.04
05370 - Tire Repairer	13.59
05400 - Transmission Repair Specialist	21.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	13.24
07042 - Cook II	14.83
07070 - Dishwasher	10.40
07130 - Food Service Worker	10.83
07210 - Meat Cutter	18.06
07260 - Waiter/Waitress	12.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.39
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	17.39
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.76
09130 - Upholsterer	17.39
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.34
11060 - Elevator Operator	11.34
11090 - Gardener	14.71
11122 - Housekeeping Aide	11.89
11150 - Janitor	13.48
11210 - Laborer, Grounds Maintenance	12.51
11240 - Maid or Houseman	10.72
11260 - Pruner	11.87
11270 - Tractor Operator	13.88
11330 - Trail Maintenance Worker	12.51
11360 - Window Cleaner	14.11
12000 - Health Occupations	
12010 - Ambulance Driver	19.58
12011 - Breath Alcohol Technician	20.00
12012 - Certified Occupational Therapist Assistant	24.01
12015 - Certified Physical Therapist Assistant	23.42
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	39.95
12030 - EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.82
05040	- Automotive Glass Installer	18.24
05070	- Automotive Worker	18.24
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	19.82
05160	- Motor Equipment Metal Worker	18.24
05190	- Motor Vehicle Mechanic	19.94
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.25
05280	- Motor Vehicle Wrecker	18.24
05310	- Painter, Automotive	19.03
05340	- Radiator Repair Specialist	18.24
05370	- Tire Repairer	13.22
05400	- Transmission Repair Specialist	19.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.73
07130	- Food Service Worker	10.41
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.63
11060	- Elevator Operator	11.69
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	13.22
11240	- Maid or Houseman	10.81
11260	- Pruner	12.16
11270	- Tractor Operator	14.83
11330	- Trail Maintenance Worker	13.22
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5545
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320 - Service Order Dispatcher	17.59
01410 - Supply Technician	23.72
01420 - Survey Worker	19.01
01460 - Switchboard Operator/Receptionist	14.47
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	17.01
01612 - Word Processor II	19.09
01613 - Word Processor III	21.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.34
05010 - Automotive Electrician	22.06
05040 - Automotive Glass Installer	21.36
05070 - Automotive Worker	21.36
05110 - Mobile Equipment Servicer	19.93
05130 - Motor Equipment Metal Mechanic	22.82
05160 - Motor Equipment Metal Worker	21.36
05190 - Motor Vehicle Mechanic	22.78
05220 - Motor Vehicle Mechanic Helper	19.20
05250 - Motor Vehicle Upholstery Worker	20.65
05280 - Motor Vehicle Wrecker	21.36
05310 - Painter, Automotive	22.06
05340 - Radiator Repair Specialist	21.36
05370 - Tire Repairer	16.29
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.16
07041 - Cook I	14.48
07042 - Cook II	16.19
07070 - Dishwasher	10.95
07130 - Food Service Worker	11.62
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	13.40
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	17.77
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	19.65
09110 - Furniture Repairer, Minor	21.14
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.98
11060 - Elevator Operator	13.18
11090 - Gardener	18.28
11122 - Housekeeping Aide	15.32
11150 - Janitor	15.32
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	11.48
11260 - Pruner	13.84
11270 - Tractor Operator	17.18
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	23.10
12011 - Breath Alcohol Technician	20.83
12012 - Certified Occupational Therapist Assistant	26.94
12015 - Certified Physical Therapist Assistant	25.43
12020 - Dental Assistant	20.59
12025 - Dental Hygienist	45.64
12030 - EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		30.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.81
15030 - Air Crew Training Devices Instructor (Pilot)		42.69
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		29.69
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086 - Maintenance Test Pilot, Rotary Wing		41.68
15088 - Non-Maintenance Test/Co-Pilot		41.68
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.81
16030 - Counter Attendant		10.81
16040 - Dry Cleaner		12.89
16070 - Finisher, Flatwork, Machine		10.81
16090 - Presser, Hand		10.81
16110 - Presser, Machine, Drycleaning		10.81
16130 - Presser, Machine, Shirts		10.81
16160 - Presser, Machine, Wearing Apparel, Laundry		10.81
16190 - Sewing Machine Operator		13.74
16220 - Tailor		14.56
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.54
19040 - Tool And Die Maker		30.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.47
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		19.94
21130 - Shipping/Receiving Clerk		19.94
21140 - Store Worker I		16.11
21150 - Stock Clerk		20.30
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.36
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.36
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

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

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086 - Maintenance Test Pilot, Rotary Wing		34.60
15088 - Non-Maintenance Test/Co-Pilot		34.60
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.89
15120 - Tutor		17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.79
21030 - Material Coordinator		20.37
21040 - Material Expediter		20.37
21050 - Material Handling Laborer		13.74
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.79
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		16.79
21410 - Warehouse Specialist		16.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		22.01
23021 - Aircraft Mechanic I		25.97
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.61
23040 - Aircraft Mechanic Helper		19.36
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		22.01
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.66
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	15.37
07042 - Cook II	17.23
07070 - Dishwasher	10.51
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88
11060 - Elevator Operator	12.88
11090 - Gardener	16.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	10.87
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.43
12011 - Breath Alcohol Technician	18.43
12012 - Certified Occupational Therapist Assistant	25.28
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	27.92
12035 - Electroneurodiagnostic Technologist	27.92
12040 - Emergency Medical Technician	18.43

12071	- Licensed Practical Nurse I	16.47
12072	- Licensed Practical Nurse II	18.43
12073	- Licensed Practical Nurse III	20.54
12100	- Medical Assistant	14.85
12130	- Medical Laboratory Technician	16.47
12160	- Medical Record Clerk	15.39
12190	- Medical Record Technician	17.22
12195	- Medical Transcriptionist	17.58
12210	- Nuclear Medicine Technologist	40.24
12221	- Nursing Assistant I	11.07
12222	- Nursing Assistant II	12.44
12223	- Nursing Assistant III	13.57
12224	- Nursing Assistant IV	15.24
12235	- Optical Dispenser	19.06
12236	- Optical Technician	16.47
12250	- Pharmacy Technician	17.24
12280	- Phlebotomist	15.24
12305	- Radiologic Technologist	28.95
12311	- Registered Nurse I	29.51
12312	- Registered Nurse II	36.10
12313	- Registered Nurse II, Specialist	36.10
12314	- Registered Nurse III	43.68
12315	- Registered Nurse III, Anesthetist	43.68
12316	- Registered Nurse IV	52.36
12317	- Scheduler (Drug and Alcohol Testing)	22.82
12320	- Substance Abuse Treatment Counselor	22.82
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	20.38
13012	- Exhibits Specialist II	25.26
13013	- Exhibits Specialist III	30.90
13041	- Illustrator I	20.38
13042	- Illustrator II	25.26
13043	- Illustrator III	30.90
13047	- Librarian	27.96
13050	- Library Aide/Clerk	14.18
13054	- Library Information Technology Systems Administrator	25.26
13058	- Library Technician	18.10
13061	- Media Specialist I	18.22
13062	- Media Specialist II	20.40
13063	- Media Specialist III	22.73
13071	- Photographer I	16.41
13072	- Photographer II	18.36
13073	- Photographer III	22.74
13074	- Photographer IV	27.81
13075	- Photographer V	33.65
13090	- Technical Order Library Clerk	15.49
13110	- Video Teleconference Technician	17.69
14000	- Information Technology Occupations	
14041	- Computer Operator I	19.45
14042	- Computer Operator II	21.76
14043	- Computer Operator III	24.28
14044	- Computer Operator IV	26.98
14045	- Computer Operator V	29.87
14071	- Computer Programmer I	(see 1) 22.85
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040	- Sewage Plant Operator	25.55
25070	- Stationary Engineer	27.31
25190	- Ventilation Equipment Tender	20.58
25210	- Water Treatment Plant Operator	25.55
27000	- Protective Service Occupations	
27004	- Alarm Monitor	22.01
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	25.24
27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	28.67
27132	- Police Officer II	31.84
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Worker	11.72
28210	- Gate Attendant/Gate Tender	15.41
28310	- Lifeguard	13.09
28350	- Park Attendant (Aide)	17.23
28510	- Recreation Aide/Health Facility Attendant	12.49
28515	- Recreation Specialist	21.20
28630	- Sports Official	13.72
28690	- Swimming Pool Operator	22.52
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	27.81
29020	- Hatch Tender	27.81
29030	- Line Handler	27.81
29041	- Stevedore I	25.82
29042	- Stevedore II	29.78
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	24.78
30051	- Cryogenic Technician I	21.24
30052	- Cryogenic Technician II	23.46
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	22.34
30095	- Evidence Control Specialist	19.18
30210	- Laboratory Technician	23.90
30221	- Latent Fingerprint Technician I	21.24
30222	- Latent Fingerprint Technician II	23.46
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.94
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320	- Service Order Dispatcher	17.47
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.33
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	14.80
01533	- Travel Clerk III	15.93
01611	- Word Processor I	13.51
01612	- Word Processor II	15.16
01613	- Word Processor III	16.97
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	18.37
05040	- Automotive Glass Installer	17.37
05070	- Automotive Worker	17.37
05110	- Mobile Equipment Servicer	15.33
05130	- Motor Equipment Metal Mechanic	19.39
05160	- Motor Equipment Metal Worker	17.37
05190	- Motor Vehicle Mechanic	19.39
05220	- Motor Vehicle Mechanic Helper	14.33
05250	- Motor Vehicle Upholstery Worker	16.37
05280	- Motor Vehicle Wrecker	17.37
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	17.37
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	19.39
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.66
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.93
07130	- Food Service Worker	10.48
07210	- Meat Cutter	16.38
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.82
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.84
11060	- Elevator Operator	11.55
11090	- Gardener	16.67
11122	- Housekeeping Aide	11.55
11150	- Janitor	11.55
11210	- Laborer, Grounds Maintenance	13.39
11240	- Maid or Houseman	10.60
11260	- Pruner	12.52
11270	- Tractor Operator	15.58
11330	- Trail Maintenance Worker	13.39
11360	- Window Cleaner	12.57
12000	- Health Occupations	
12010	- Ambulance Driver	19.47
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	19.27
12025	- Dental Hygienist	38.16
12030	- EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		22.85
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086 - Maintenance Test Pilot, Rotary Wing		36.53
15088 - Non-Maintenance Test/Co-Pilot		36.53
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		25.47
15110 - Test Proctor		16.82
15120 - Tutor		16.82
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.37
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.64
23019 - Aircraft Logs and Records Technician		18.98
23021 - Aircraft Mechanic I		22.49
23022 - Aircraft Mechanic II		23.64
23023 - Aircraft Mechanic III		24.82
23040 - Aircraft Mechanic Helper		16.62
23050 - Aircraft, Painter		21.31
23060 - Aircraft Servicer		18.98
23070 - Aircraft Survival Flight Equipment Technician		21.31
23080 - Aircraft Worker		20.14
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	14.05
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	13.71
01612	- Word Processor II	15.39
01613	- Word Processor III	17.22
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.67
05040	- Automotive Glass Installer	16.70
05070	- Automotive Worker	16.70
05110	- Mobile Equipment Servicer	14.75
05130	- Motor Equipment Metal Mechanic	18.65
05160	- Motor Equipment Metal Worker	16.70
05190	- Motor Vehicle Mechanic	18.65
05220	- Motor Vehicle Mechanic Helper	13.79
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.70
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.70
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.65
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.15
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.56
07130	- Food Service Worker	10.51
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	11.52
11090	- Gardener	15.96
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.85
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.54
12000	- Health Occupations	
12010	- Ambulance Driver	19.81
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	39.52
12030	- EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		28.57
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086	- Maintenance Test Pilot, Rotary Wing		34.88
15088	- Non-Maintenance Test/Co-Pilot		34.88
15090	- Technical Instructor		18.54
15095	- Technical Instructor/Course Developer		24.26
15110	- Test Proctor		15.60
15120	- Tutor		15.60
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		20.24
21040	- Material Expediter		20.24
21050	- Material Handling Laborer		12.69
21071	- Order Filler		13.13
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		25.19
23019	- Aircraft Logs and Records Technician		20.80
23021	- Aircraft Mechanic I		23.99
23022	- Aircraft Mechanic II		25.19
23023	- Aircraft Mechanic III		26.46
23040	- Aircraft Mechanic Helper		17.18
23050	- Aircraft, Painter		21.90
23060	- Aircraft Servicer		20.80
23070	- Aircraft Survival Flight Equipment Technician		21.90
23080	- Aircraft Worker		21.49
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	18.49
01410	- Supply Technician	22.62
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	21.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.31
07070	- Dishwasher	9.65
07130	- Food Service Worker	10.57
07210	- Meat Cutter	16.87
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.34
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.36
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.24
11060	- Elevator Operator	12.95
11090	- Gardener	15.89
11122	- Housekeeping Aide	13.27
11150	- Janitor	13.27
11210	- Laborer, Grounds Maintenance	12.58
11240	- Maid or Houseman	11.47
11260	- Pruner	11.49
11270	- Tractor Operator	14.79
11330	- Trail Maintenance Worker	12.58
11360	- Window Cleaner	14.48
12000	- Health Occupations	
12010	- Ambulance Driver	19.04
12011	- Breath Alcohol Technician	19.93
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	17.72
12025	- Dental Hygienist	36.69
12030	- EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320	- Service Order Dispatcher	16.54
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.11
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	12.90
01612	- Word Processor II	14.48
01613	- Word Processor III	16.19
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.35
05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.86
07130	- Food Service Worker	9.74
07210	- Meat Cutter	16.67
07260	- Waiter/Waitress	9.91
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.25
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.58
11060	- Elevator Operator	11.36
11090	- Gardener	15.72
11122	- Housekeeping Aide	11.36
11150	- Janitor	11.36
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	10.17
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.36
12000	- Health Occupations	
12010	- Ambulance Driver	18.48
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.27
12025	- Dental Hygienist	36.45
12030	- EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		33.11
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		13.70
21071 - Order Filler		12.32
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.33
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	12.12
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	14.84
01533 - Travel Clerk III	15.96
01611 - Word Processor I	13.64
01612 - Word Processor II	15.31
01613 - Word Processor III	17.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.28
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.59
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.73
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.37
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.37
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	37.49
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086 - Maintenance Test Pilot, Rotary Wing		37.75
15088 - Non-Maintenance Test/Co-Pilot		37.75
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		12.85
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5583
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	22.85
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.72
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.96
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.89
07042	- Cook II	14.63
07070	- Dishwasher	9.64
07130	- Food Service Worker	10.66
07210	- Meat Cutter	16.19
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.24
09040	- Furniture Handler	12.48
09080	- Furniture Refinisher	18.54
09090	- Furniture Refinisher Helper	14.57
09110	- Furniture Repairer, Minor	16.67
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.20
11060	- Elevator Operator	12.18
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.18
11150	- Janitor	12.18
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	15.62
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.32
12000	- Health Occupations	
12010	- Ambulance Driver	20.94
12011	- Breath Alcohol Technician	20.94
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	37.49
12030	- EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086 - Maintenance Test Pilot, Rotary Wing		41.12
15088 - Non-Maintenance Test/Co-Pilot		41.12
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		19.57
15120 - Tutor		19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.95
21040 - Material Expediter		20.95
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		15.70
21130 - Shipping/Receiving Clerk		15.70
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.19
23019 - Aircraft Logs and Records Technician		22.51
23021 - Aircraft Mechanic I		26.77
23022 - Aircraft Mechanic II		28.19
23023 - Aircraft Mechanic III		29.61
23040 - Aircraft Mechanic Helper		19.68
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.51
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		23.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

Click OLE icon to access word processing. Execute to create a new Modification.



Contract:	00075829	00000	Facility:	TBL	Contract Status:	ISSUED	04/25/2017	
Modification:	001	Previous	Next	Facility Group:	TBL	Modification Status:	ISSUED	05/02/2017
Modification:	(b) (6)		Company:	TBL	Execution Date:	05/02/2017	Execute	
Project:	0001392		Print Status:	<input type="checkbox"/>	Image:			
Title:	ADMINISTRATIVE MOD TO CORRECT DATES							
Modification Type:	ADMIN							

Modification Details

Contract Value

Prior:

Modification:

New Value: [USD](#)

NTX:

Pricing Method

Prior: NFO

Modification:

Start Date and End Date

Prior: 05/01/2017 - 04/30/2018

Modification: 05/14/2017 - 05/12/2018

Vendor

Prior: ESOLUTI 00

Modification:

Scope Details

Modification Scope

Scope Updated:

Related Information

- [Resources](#)
- [NAICS WMBE I...](#)
- [Contacts](#)
- [Change Request](#)
- [Milestones](#)
- [Communication...](#)
- [Documents](#)
- [Forecast](#)

UNITED STATES
GOVERNMENT

MASTER AGREEMENT



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075829
Release : 00000
Page : 1

Vendor:
IESOLUTIONS
5319 SW WESTGATE DR
SUITE 130
PORTLAND OR 97221

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Fax :

Attn: TOM COLEMAN

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED
Performance Period: 05/14/17 - 05/11/19
Payment Terms: % Days Net 30

(b) (6)

(b) (6)

Digitally signed by Cody L. Rodriguez
DN: cn=Cody L. Rodriguez, o=Bonneville Power
Administration, ou=NSSF-4, email=clrodriguez@bpa.gov,
c=US
Date: 2018.05.14 10:12:49 -0700

Contractor Signature

Joel Prats / Managing Partner

Printed Name/Title

5/14/18

Date Signed

BPA Contracting Officer

Date Signed

Title : EXERCISE OPTION YEAR ONE

Modification: 002

Modified Performance Period: - 05/11/19

Modification Value:

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

“Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

“Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

“United States” means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor’s obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation

in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. **General**

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075829
Release : 00000
Page : 1

Vendor:
IESOLUTIONS
5319 SW WESTGATE DR
SUITE 130
PORTLAND OR 97221

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: TOM COLEMAN

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED
Performance Period: 05/14/17 - 05/11/20
Payment Terms: % Days Net 30

Unilateral; No Signature Required	(b) (6)
Contractor Signature	BPA Contracting Officer
Printed Name/Title	4/11/2019
Date Signed	Date Signed

Title : EXERCISE OPTION PERIOD 2
Modification: 003
Modified Performance Period: - 05/11/20
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

**HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)**

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)**

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))**

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075829
Release : 00000
Page : 1

Vendor:
APR STAFFING LLC
5319 SW WESTGATE DR
SUITE 130
PORTLAND OR 97221

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: Holden McHaney

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/20

Contractor Signature	(b) (6)
Printed Name/Title	BPA Contracting Officer
Date Signed	12/21/2019

Title : CONTRACTOR NAME CHANGE
Modification: 004
Modified Performance Period: -
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

BPI Clause 28-6 Changes

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to formally incorporate the contractor's requested name change into the BPA. This administrative change is made bilaterally in accordance with BPI Clause 28-6 Changes. The following changes are made by this modification:

- A. The contractor's business name is changed from IE Solutions to APR Staffing LLC.
- B. No additional changes are made by this modification. All other terms remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(MAR 2018)(BPI 19.4)**

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(MAR 2018)(BPI 22.5.6(F))**

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
- (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75829		2. Amendment/Modification Number: ... - 005	
3. Effective Date: 4/23/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
APR Staffing LLC

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) <small>Digitally signed by Cody L. Rodriguez Date: 2020.04.23 14:15:09 07'00'</small>	15c. Date Signed: 04/23/2020

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75829		2. Amendment/Modification Number: ... - 006	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
APR STAFFING LLC

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) <small>Digitally signed by Cody L. Rodriguez Date: 2020.11.19 18:31:03 -08'00'</small>	15c. Date Signed: 11/19/2020
		(Signature of Contracting Officer)	

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075820
Release : 0000
Page : 1

Vendor:
AZAD INC
PO BOX 4508
PORTLAND OR 97208

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn:

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Performance Period: 05/14/17 - 05/12/18

Payment Terms: %

Days Net 30

(b) (6)

(b) (6)

Contractor Signature

BPA Contracting Officer

(b) (6)

05/21/17

Printed Name/Title

4-25-2017

Date Signed

Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR 32

OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44

UNIT 4 — WAGE DETERMINATIONS 46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

(c) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, BPA will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to BPA and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to BPA for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

(2) Total cost. It is estimated that the total cost to BPA for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to BPA for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to BPA for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, BPA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of BPA against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

- (a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)**

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)**

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)**

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

The Contractor shall indemnify BPA and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to:
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

**ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

United States law will apply to resolve any claim of breach of this contract.

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

**PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)**

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

**INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)**

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15) (FEB 2016) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:

- (1) BPA Policy 434-1: Cyber Security Program
- (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
- (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
- (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.

- (b) Notifying BPA of Contractor Personnel Changes:

- (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
- (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
- (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.

- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiiong Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312	- Secretary II	14.74
01313	- Secretary III	17.50
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.53
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.95
01612	- Word Processor II	14.54
01613	- Word Processor III	16.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.51
05010	- Automotive Electrician	16.06
05040	- Automotive Glass Installer	15.17
05070	- Automotive Worker	15.17
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	16.97
05160	- Motor Equipment Metal Worker	15.17
05190	- Motor Vehicle Mechanic	16.97
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.30
05280	- Motor Vehicle Wrecker	15.17
05310	- Painter, Automotive	16.06
05340	- Radiator Repair Specialist	15.17
05370	- Tire Repairer	13.27
05400	- Transmission Repair Specialist	16.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.28
07210	- Meat Cutter	14.14
07260	- Waiter/Waitress	8.85
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.96
09040	- Furniture Handler	11.23
09080	- Furniture Refinisher	15.96
09090	- Furniture Refinisher Helper	12.70
09110	- Furniture Repairer, Minor	14.21
09130	- Upholsterer	15.96
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.16
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.16
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	12.65
11240	- Maid or Houseman	9.55
11260	- Pruner	11.32
11270	- Tractor Operator	15.00
11330	- Trail Maintenance Worker	12.65
11360	- Window Cleaner	12.48
12000	- Health Occupations	
12010	- Ambulance Driver	12.57
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320	- Service Order Dispatcher	15.82
01410	- Supply Technician	18.56
01420	- Survey Worker	13.83
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.37
01612	- Word Processor II	13.89
01613	- Word Processor III	15.54
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.91
05010	- Automotive Electrician	16.67
05040	- Automotive Glass Installer	15.52
05070	- Automotive Worker	15.52
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	17.80
05160	- Motor Equipment Metal Worker	15.52
05190	- Motor Vehicle Mechanic	17.80
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.48
05280	- Motor Vehicle Wrecker	15.52
05310	- Painter, Automotive	16.67
05340	- Radiator Repair Specialist	15.52
05370	- Tire Repairer	13.30
05400	- Transmission Repair Specialist	17.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.11
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.75
07210	- Meat Cutter	12.85
07260	- Waiter/Waitress	8.88
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.56
09040	- Furniture Handler	12.35
09080	- Furniture Refinisher	17.56
09090	- Furniture Refinisher Helper	13.97
09110	- Furniture Repairer, Minor	15.63
09130	- Upholsterer	17.56
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.19
11090	- Gardener	14.89
11122	- Housekeeping Aide	11.19
11150	- Janitor	11.19
11210	- Laborer, Grounds Maintenance	11.50
11240	- Maid or Houseman	9.55
11260	- Pruner	10.29
11270	- Tractor Operator	13.70
11330	- Trail Maintenance Worker	11.50
11360	- Window Cleaner	12.52
12000	- Health Occupations	
12010	- Ambulance Driver	12.99
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	16.25
12025	- Dental Hygienist	34.86
12030	- EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.49
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	11.51
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.03
01612	- Word Processor II	14.13
01613	- Word Processor III	15.81
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.33
05370	- Tire Repairer	10.61
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	9.80
07042	- Cook II	11.37
07070	- Dishwasher	8.60
07130	- Food Service Worker	9.41
07210	- Meat Cutter	15.84
07260	- Waiter/Waitress	8.79
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	14.27
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	11.56
11240	- Maid or Houseman	9.16
11260	- Pruner	10.14
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.56
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.49
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	22.96
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	34.95
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5519
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	17.47
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.66
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.04
01611	- Word Processor I	13.43
01612	- Word Processor II	15.07
01613	- Word Processor III	16.87
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.65
05010	- Automotive Electrician	14.56
05040	- Automotive Glass Installer	14.24
05070	- Automotive Worker	14.07
05110	- Mobile Equipment Servicer	12.21
05130	- Motor Equipment Metal Mechanic	15.83
05160	- Motor Equipment Metal Worker	14.07
05190	- Motor Vehicle Mechanic	15.83
05220	- Motor Vehicle Mechanic Helper	11.50
05250	- Motor Vehicle Upholstery Worker	13.30
05280	- Motor Vehicle Wrecker	14.07
05310	- Painter, Automotive	15.03
05340	- Radiator Repair Specialist	15.27
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	15.83
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	10.78
07042	- Cook II	12.51
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.68
07210	- Meat Cutter	14.58
07260	- Waiter/Waitress	9.47
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.29
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	12.36
11240	- Maid or Houseman	8.90
11260	- Pruner	11.15
11270	- Tractor Operator	14.32
11330	- Trail Maintenance Worker	12.36
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	18.14
12011	- Breath Alcohol Technician	16.39
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	16.43
12025	- Dental Hygienist	36.52
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		14.16
21130 - Shipping/Receiving Clerk		14.16
21140 - Store Worker I		11.55
21150 - Stock Clerk		16.58
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.32
23019 - Aircraft Logs and Records Technician		17.99
23021 - Aircraft Mechanic I		21.23
23022 - Aircraft Mechanic II		22.32
23023 - Aircraft Mechanic III		23.39
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.16
23060 - Aircraft Servicer		17.99
23070 - Aircraft Survival Flight Equipment Technician		20.16
23080 - Aircraft Worker		19.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5527
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071 - Licensed Practical Nurse I	17.04
12072 - Licensed Practical Nurse II	19.06
12073 - Licensed Practical Nurse III	21.26
12100 - Medical Assistant	15.12
12130 - Medical Laboratory Technician	17.61
12160 - Medical Record Clerk	14.92
12190 - Medical Record Technician	16.70
12195 - Medical Transcriptionist	18.70
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	10.62
12222 - Nursing Assistant II	11.94
12223 - Nursing Assistant III	13.03
12224 - Nursing Assistant IV	14.63
12235 - Optical Dispenser	19.06
12236 - Optical Technician	17.90
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	28.22
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	23.47
12320 - Substance Abuse Treatment Counselor	13.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.42
13012 - Exhibits Specialist II	27.79
13013 - Exhibits Specialist III	33.99
13041 - Illustrator I	22.42
13042 - Illustrator II	27.79
13043 - Illustrator III	33.99
13047 - Librarian	30.76
13050 - Library Aide/Clerk	15.60
13054 - Library Information Technology Systems Administrator	27.77
13058 - Library Technician	19.91
13061 - Media Specialist I	20.04
13062 - Media Specialist II	22.44
13063 - Media Specialist III	25.00
13071 - Photographer I	18.05
13072 - Photographer II	20.20
13073 - Photographer III	25.01
13074 - Photographer IV	30.59
13075 - Photographer V	37.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040 - Sewage Plant Operator	25.62
25070 - Stationary Engineer	30.04
25190 - Ventilation Equipment Tender	21.51
25210 - Water Treatment Plant Operator	25.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.21
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	27.65
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	31.54
27132 - Police Officer II	35.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	12.43
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.39
28515 - Recreation Specialist	19.33
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.59
29020 - Hatch Tender	30.59
29030 - Line Handler	30.59
29041 - Stevedore I	28.40
29042 - Stevedore II	32.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	27.26
30051 - Cryogenic Technician I	24.09
30052 - Cryogenic Technician II	26.61
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	24.57
30095 - Evidence Control Specialist	21.76
30210 - Laboratory Technician	26.29
30221 - Latent Fingerprint Technician I	24.09
30222 - Latent Fingerprint Technician II	26.61
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5529
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		22.42
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.73
15020 - Aircrew Training Devices Instructor (Rated)		34.76
15030 - Air Crew Training Devices Instructor (Pilot)		41.66
15050 - Computer Based Training Specialist / Instructor		28.73
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.66
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086 - Maintenance Test Pilot, Rotary Wing		41.66
15088 - Non-Maintenance Test/Co-Pilot		41.66
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		24.95
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		19.75
21040 - Material Expediter		19.75
21050 - Material Handling Laborer		14.54
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.81
21130 - Shipping/Receiving Clerk		15.81
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		22.69
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		19.74
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.69
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		24.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.84
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.31
01531	- Travel Clerk I	14.71
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.73
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	19.83
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	14.81
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.42
07042	- Cook II	16.56
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.40
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.37
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.20
09040	- Furniture Handler	16.86
09080	- Furniture Refinisher	19.20
09090	- Furniture Refinisher Helper	16.86
09110	- Furniture Repairer, Minor	18.01
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.02
11060	- Elevator Operator	12.02
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.43
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.39
12011	- Breath Alcohol Technician	21.47
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.44
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		29.28
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086 - Maintenance Test Pilot, Rotary Wing		41.67
15088 - Non-Maintenance Test/Co-Pilot		41.67
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		30.26
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.65
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.55
16220 - Tailor		15.44
16250 - Washer, Machine		11.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.20
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.52
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.52
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320 - Service Order Dispatcher	17.27
01410 - Supply Technician	21.94
01420 - Survey Worker	12.86
01460 - Switchboard Operator/Receptionist	13.04
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	13.80
01533 - Travel Clerk III	14.77
01611 - Word Processor I	13.69
01612 - Word Processor II	15.37
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.28
05010 - Automotive Electrician	20.13
05040 - Automotive Glass Installer	19.04
05070 - Automotive Worker	19.04
05110 - Mobile Equipment Servicer	17.25
05130 - Motor Equipment Metal Mechanic	21.20
05160 - Motor Equipment Metal Worker	19.04
05190 - Motor Vehicle Mechanic	21.20
05220 - Motor Vehicle Mechanic Helper	15.81
05250 - Motor Vehicle Upholstery Worker	17.96
05280 - Motor Vehicle Wrecker	19.04
05310 - Painter, Automotive	20.13
05340 - Radiator Repair Specialist	19.04
05370 - Tire Repairer	13.59
05400 - Transmission Repair Specialist	21.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	13.24
07042 - Cook II	14.83
07070 - Dishwasher	10.40
07130 - Food Service Worker	10.83
07210 - Meat Cutter	18.06
07260 - Waiter/Waitress	12.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.39
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	17.39
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.76
09130 - Upholsterer	17.39
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.34
11060 - Elevator Operator	11.34
11090 - Gardener	14.71
11122 - Housekeeping Aide	11.89
11150 - Janitor	13.48
11210 - Laborer, Grounds Maintenance	12.51
11240 - Maid or Houseman	10.72
11260 - Pruner	11.87
11270 - Tractor Operator	13.88
11330 - Trail Maintenance Worker	12.51
11360 - Window Cleaner	14.11
12000 - Health Occupations	
12010 - Ambulance Driver	19.58
12011 - Breath Alcohol Technician	20.00
12012 - Certified Occupational Therapist Assistant	24.01
12015 - Certified Physical Therapist Assistant	23.42
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	39.95
12030 - EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320 - Service Order Dispatcher	17.27
01410 - Supply Technician	23.25
01420 - Survey Worker	12.86
01460 - Switchboard Operator/Receptionist	13.04
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	13.80
01533 - Travel Clerk III	14.77
01611 - Word Processor I	13.69
01612 - Word Processor II	15.37
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.28
05010 - Automotive Electrician	19.82
05040 - Automotive Glass Installer	18.24
05070 - Automotive Worker	18.24
05110 - Mobile Equipment Servicer	17.25
05130 - Motor Equipment Metal Mechanic	19.82
05160 - Motor Equipment Metal Worker	18.24
05190 - Motor Vehicle Mechanic	19.94
05220 - Motor Vehicle Mechanic Helper	15.68
05250 - Motor Vehicle Upholstery Worker	17.25
05280 - Motor Vehicle Wrecker	18.24
05310 - Painter, Automotive	19.03
05340 - Radiator Repair Specialist	18.24
05370 - Tire Repairer	13.22
05400 - Transmission Repair Specialist	19.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	12.04
07042 - Cook II	13.48
07070 - Dishwasher	10.73
07130 - Food Service Worker	10.41
07210 - Meat Cutter	18.06
07260 - Waiter/Waitress	12.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.13
09040 - Furniture Handler	14.45
09080 - Furniture Refinisher	19.13
09090 - Furniture Refinisher Helper	15.75
09110 - Furniture Repairer, Minor	17.34
09130 - Upholsterer	19.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.63
11060 - Elevator Operator	11.69
11090 - Gardener	14.71
11122 - Housekeeping Aide	11.89
11150 - Janitor	13.48
11210 - Laborer, Grounds Maintenance	13.22
11240 - Maid or Houseman	10.81
11260 - Pruner	12.16
11270 - Tractor Operator	14.83
11330 - Trail Maintenance Worker	13.22
11360 - Window Cleaner	14.11
12000 - Health Occupations	
12010 - Ambulance Driver	17.80
12011 - Breath Alcohol Technician	19.82
12012 - Certified Occupational Therapist Assistant	24.01
12015 - Certified Physical Therapist Assistant	23.42
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	39.95
12030 - EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5545
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320 - Service Order Dispatcher	17.59
01410 - Supply Technician	23.72
01420 - Survey Worker	19.01
01460 - Switchboard Operator/Receptionist	14.47
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	17.01
01612 - Word Processor II	19.09
01613 - Word Processor III	21.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.34
05010 - Automotive Electrician	22.06
05040 - Automotive Glass Installer	21.36
05070 - Automotive Worker	21.36
05110 - Mobile Equipment Servicer	19.93
05130 - Motor Equipment Metal Mechanic	22.82
05160 - Motor Equipment Metal Worker	21.36
05190 - Motor Vehicle Mechanic	22.78
05220 - Motor Vehicle Mechanic Helper	19.20
05250 - Motor Vehicle Upholstery Worker	20.65
05280 - Motor Vehicle Wrecker	21.36
05310 - Painter, Automotive	22.06
05340 - Radiator Repair Specialist	21.36
05370 - Tire Repairer	16.29
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.16
07041 - Cook I	14.48
07042 - Cook II	16.19
07070 - Dishwasher	10.95
07130 - Food Service Worker	11.62
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	13.40
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	17.77
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	19.65
09110 - Furniture Repairer, Minor	21.14
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.98
11060 - Elevator Operator	13.18
11090 - Gardener	18.28
11122 - Housekeeping Aide	15.32
11150 - Janitor	15.32
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	11.48
11260 - Pruner	13.84
11270 - Tractor Operator	17.18
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	23.10
12011 - Breath Alcohol Technician	20.83
12012 - Certified Occupational Therapist Assistant	26.94
12015 - Certified Physical Therapist Assistant	25.43
12020 - Dental Assistant	20.59
12025 - Dental Hygienist	45.64
12030 - EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		30.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.81
15030 - Air Crew Training Devices Instructor (Pilot)		42.69
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		29.69
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086 - Maintenance Test Pilot, Rotary Wing		41.68
15088 - Non-Maintenance Test/Co-Pilot		41.68
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.81
16030 - Counter Attendant		10.81
16040 - Dry Cleaner		12.89
16070 - Finisher, Flatwork, Machine		10.81
16090 - Presser, Hand		10.81
16110 - Presser, Machine, Drycleaning		10.81
16130 - Presser, Machine, Shirts		10.81
16160 - Presser, Machine, Wearing Apparel, Laundry		10.81
16190 - Sewing Machine Operator		13.74
16220 - Tailor		14.56
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.54
19040 - Tool And Die Maker		30.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.47
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		19.94
21130 - Shipping/Receiving Clerk		19.94
21140 - Store Worker I		16.11
21150 - Stock Clerk		20.30
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.36
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.36
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086 - Maintenance Test Pilot, Rotary Wing		34.60
15088 - Non-Maintenance Test/Co-Pilot		34.60
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.89
15120 - Tutor		17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.79
21030 - Material Coordinator		20.37
21040 - Material Expediter		20.37
21050 - Material Handling Laborer		13.74
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.79
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		16.79
21410 - Warehouse Specialist		16.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		22.01
23021 - Aircraft Mechanic I		25.97
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.61
23040 - Aircraft Mechanic Helper		19.36
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		22.01
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.66
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	15.37
07042 - Cook II	17.23
07070 - Dishwasher	10.51
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88
11060 - Elevator Operator	12.88
11090 - Gardener	16.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	10.87
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.43
12011 - Breath Alcohol Technician	18.43
12012 - Certified Occupational Therapist Assistant	25.28
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	27.92
12035 - Electroneurodiagnostic Technologist	27.92
12040 - Emergency Medical Technician	18.43

12071 - Licensed Practical Nurse I	16.47
12072 - Licensed Practical Nurse II	18.43
12073 - Licensed Practical Nurse III	20.54
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.39
12190 - Medical Record Technician	17.22
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	19.06
12236 - Optical Technician	16.47
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	28.95
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	22.82
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040 - Sewage Plant Operator	25.55
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	25.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	15.41
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.49
28515 - Recreation Specialist	21.20
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	22.52
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	24.78
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30095 - Evidence Control Specialist	19.18
30210 - Laboratory Technician	23.90
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.94
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320 - Service Order Dispatcher	17.47
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	13.33
01531 - Travel Clerk I	13.60
01532 - Travel Clerk II	14.80
01533 - Travel Clerk III	15.93
01611 - Word Processor I	13.51
01612 - Word Processor II	15.16
01613 - Word Processor III	16.97
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	18.37
05040 - Automotive Glass Installer	17.37
05070 - Automotive Worker	17.37
05110 - Mobile Equipment Servicer	15.33
05130 - Motor Equipment Metal Mechanic	19.39
05160 - Motor Equipment Metal Worker	17.37
05190 - Motor Vehicle Mechanic	19.39
05220 - Motor Vehicle Mechanic Helper	14.33
05250 - Motor Vehicle Upholstery Worker	16.37
05280 - Motor Vehicle Wrecker	17.37
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	17.37
05370 - Tire Repairer	13.73
05400 - Transmission Repair Specialist	19.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.66
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.93
07130 - Food Service Worker	10.48
07210 - Meat Cutter	16.38
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.82
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.84
11060 - Elevator Operator	11.55
11090 - Gardener	16.67
11122 - Housekeeping Aide	11.55
11150 - Janitor	11.55
11210 - Laborer, Grounds Maintenance	13.39
11240 - Maid or Houseman	10.60
11260 - Pruner	12.52
11270 - Tractor Operator	15.58
11330 - Trail Maintenance Worker	13.39
11360 - Window Cleaner	12.57
12000 - Health Occupations	
12010 - Ambulance Driver	19.47
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	38.16
12030 - EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		22.85
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086 - Maintenance Test Pilot, Rotary Wing		36.53
15088 - Non-Maintenance Test/Co-Pilot		36.53
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		25.47
15110 - Test Proctor		16.82
15120 - Tutor		16.82
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.37
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.64
23019 - Aircraft Logs and Records Technician		18.98
23021 - Aircraft Mechanic I		22.49
23022 - Aircraft Mechanic II		23.64
23023 - Aircraft Mechanic III		24.82
23040 - Aircraft Mechanic Helper		16.62
23050 - Aircraft, Painter		21.31
23060 - Aircraft Servicer		18.98
23070 - Aircraft Survival Flight Equipment Technician		21.31
23080 - Aircraft Worker		20.14
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	14.05
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	13.71
01612	- Word Processor II	15.39
01613	- Word Processor III	17.22
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.67
05040	- Automotive Glass Installer	16.70
05070	- Automotive Worker	16.70
05110	- Mobile Equipment Servicer	14.75
05130	- Motor Equipment Metal Mechanic	18.65
05160	- Motor Equipment Metal Worker	16.70
05190	- Motor Vehicle Mechanic	18.65
05220	- Motor Vehicle Mechanic Helper	13.79
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.70
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.70
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.65
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.15
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.56
07130	- Food Service Worker	10.51
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	11.52
11090	- Gardener	15.96
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.85
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.54
12000	- Health Occupations	
12010	- Ambulance Driver	19.81
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	39.52
12030	- EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		28.57
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086	- Maintenance Test Pilot, Rotary Wing		34.88
15088	- Non-Maintenance Test/Co-Pilot		34.88
15090	- Technical Instructor		18.54
15095	- Technical Instructor/Course Developer		24.26
15110	- Test Proctor		15.60
15120	- Tutor		15.60
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		20.24
21040	- Material Expediter		20.24
21050	- Material Handling Laborer		12.69
21071	- Order Filler		13.13
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		25.19
23019	- Aircraft Logs and Records Technician		20.80
23021	- Aircraft Mechanic I		23.99
23022	- Aircraft Mechanic II		25.19
23023	- Aircraft Mechanic III		26.46
23040	- Aircraft Mechanic Helper		17.18
23050	- Aircraft, Painter		21.90
23060	- Aircraft Servicer		20.80
23070	- Aircraft Survival Flight Equipment Technician		21.90
23080	- Aircraft Worker		21.49
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	18.49
01410	- Supply Technician	22.62
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	21.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.31
07070	- Dishwasher	9.65
07130	- Food Service Worker	10.57
07210	- Meat Cutter	16.87
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.34
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.36
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.24
11060	- Elevator Operator	12.95
11090	- Gardener	15.89
11122	- Housekeeping Aide	13.27
11150	- Janitor	13.27
11210	- Laborer, Grounds Maintenance	12.58
11240	- Maid or Houseman	11.47
11260	- Pruner	11.49
11270	- Tractor Operator	14.79
11330	- Trail Maintenance Worker	12.58
11360	- Window Cleaner	14.48
12000	- Health Occupations	
12010	- Ambulance Driver	19.04
12011	- Breath Alcohol Technician	19.93
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	17.72
12025	- Dental Hygienist	36.69
12030	- EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320	- Service Order Dispatcher	16.54
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.11
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	12.90
01612	- Word Processor II	14.48
01613	- Word Processor III	16.19
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.35
05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.86
07130	- Food Service Worker	9.74
07210	- Meat Cutter	16.67
07260	- Waiter/Waitress	9.91
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.25
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.58
11060	- Elevator Operator	11.36
11090	- Gardener	15.72
11122	- Housekeeping Aide	11.36
11150	- Janitor	11.36
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	10.17
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.36
12000	- Health Occupations	
12010	- Ambulance Driver	18.48
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.27
12025	- Dental Hygienist	36.45
12030	- EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		33.11
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		13.70
21071 - Order Filler		12.32
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.33
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	12.12
01531	- Travel Clerk I	13.72
01532	- Travel Clerk II	14.84
01533	- Travel Clerk III	15.96
01611	- Word Processor I	13.64
01612	- Word Processor II	15.31
01613	- Word Processor III	17.14
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.35
05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	13.28
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.64
07130	- Food Service Worker	10.59
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.48
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.20
11060	- Elevator Operator	12.18
11090	- Gardener	16.73
11122	- Housekeeping Aide	12.18
11150	- Janitor	12.18
11210	- Laborer, Grounds Maintenance	13.37
11240	- Maid or Houseman	9.64
11260	- Pruner	12.52
11270	- Tractor Operator	15.62
11330	- Trail Maintenance Worker	13.37
11360	- Window Cleaner	13.32
12000	- Health Occupations	
12010	- Ambulance Driver	20.33
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	19.27
12025	- Dental Hygienist	37.49
12030	- EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086 - Maintenance Test Pilot, Rotary Wing		37.75
15088 - Non-Maintenance Test/Co-Pilot		37.75
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		12.85
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5583
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	22.85
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.72
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.96
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.89
07042	- Cook II	14.63
07070	- Dishwasher	9.64
07130	- Food Service Worker	10.66
07210	- Meat Cutter	16.19
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.24
09040	- Furniture Handler	12.48
09080	- Furniture Refinisher	18.54
09090	- Furniture Refinisher Helper	14.57
09110	- Furniture Repairer, Minor	16.67
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.20
11060	- Elevator Operator	12.18
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.18
11150	- Janitor	12.18
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	15.62
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.32
12000	- Health Occupations	
12010	- Ambulance Driver	20.94
12011	- Breath Alcohol Technician	20.94
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	37.49
12030	- EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086 - Maintenance Test Pilot, Rotary Wing		41.12
15088 - Non-Maintenance Test/Co-Pilot		41.12
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		19.57
15120 - Tutor		19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.95
21040 - Material Expediter		20.95
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		15.70
21130 - Shipping/Receiving Clerk		15.70
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.19
23019 - Aircraft Logs and Records Technician		22.51
23021 - Aircraft Mechanic I		26.77
23022 - Aircraft Mechanic II		28.19
23023 - Aircraft Mechanic III		29.61
23040 - Aircraft Mechanic Helper		19.68
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.51
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		23.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

Click OLE icon to access word processing. Execute to create a new Modification.



Contract:	00075820	00000	Facility:	TBL	Contract Status:	ISSUED	04/26/2017	
Modification:	001	Previous	Next	Facility Group:	TBL	Modification Status:	ISSUED	05/02/2017
Modified B:	(b) (6)		Company:	TBL	Execution Date:	05/02/2017		
Project:	0001392		Print Status:	<input type="checkbox"/>	Image:		Execute	
Title:	ADMINISTRATIVE MOD TO CORRECT DATES							
Modification Type:	ADMIN							

Modification Details

Contract Value

Prior:

Modification:

New Value: [USD](#)

NTX:

Pricing Method

Prior: NFO

Modification:

Start Date and End Date

Prior: 05/01/2017 - 04/30/2018

Modification: 05/14/2017 - 05/12/2018

Vendor

Prior: AZAD 00

Modification:

Scope Details

Modification Scope

Scope Updated:

Related Information

- [Resources](#)
- [NAICS WMBE I...](#)
- [Contacts](#)
- [Change Request](#)
- [Milestones](#)
- [Communication...](#)
- [Documents](#)
- [Forecast](#)

UNITED STATES
GOVERNMENT

MASTER AGREEMENT



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075820
Release : 00000
Page : 1

Vendor:
AZAD INC
PO BOX 4508
PORTLAND OR 97208

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Fax :

Attn:

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/19

(b) (6)	(b) (6)
Contractor Signature	BPA Contracting Officer
(b) (6)	5/11/2018
Printed Name/Title	Date Signed
5-11-2018	
Date Signed	

Title : EXERCISE OPTION YEAR ONE
Modification: 002
Modified Performance Period: - 05/11/19
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*

B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*

C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*
Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i>
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input checked="" type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i> Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(MAR 2018)(BPI 19.4)**

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(MAR 2018)(BPI 22.5.6(F))**

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit

2015-5533	5	1/10/2018	Washington	Thurston
2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne

2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama
2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

“Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

“Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

“United States” means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor’s obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

MINIMUM INSURANCE COVERAGE (16-8) (MAR 2018) (BPI 16.4.8.2)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2(B))

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075820
Release : 00000
Page : 1

Vendor:
AZAD INC
PO BOX 4508
PORTLAND OR 97208

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn:

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/20

Unilateral; No Signature Required	(b) (6)
Contractor Signature	BPA Contracting Officer
Printed Name/Title	4/11/2019
Date Signed	Date Signed

Title : EXERCISE OPTION PERIOD 2
Modification: 003
Modified Performance Period: - 05/11/20
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(MAR 2018)(BPI 19.4)**

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(MAR 2018)(BPI 22.5.6(F))**

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
- (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75820		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 4/22/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
Azad Inc.

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.04.22 17:24:58 -07'00'	15c. Date Signed: 04/22/2020
		(Signature of Contracting Officer)	

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
- (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
- (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75820		2. Amendment/Modification Number: ... - 005	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

Azad Inc.

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.11.19 18:31:03 -08'00'	15c. Date Signed: 11/19/2020
		(Signature of Contracting Officer)	

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075821
Release : 00000
Page : 1

Vendor:

CORSOURCE TECHNOLOGY GROUP INC
419 SW 11TH AVE
SUITE 300
PORTLAND OR 97205

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn: ANDREW HERMANN

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Performance Period: 05/14/17 - 05/12/18

Payment Terms:

Days Net 30

(b) (6)

(b) (6)

JOSHUA KULAK
2017.05.03 14:49:16 -07'00'

Contractor Signature

Printed Name/Title

Date Signed

BPA Contracting Officer

05/03/2017

Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR 32

OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44

UNIT 4 — WAGE DETERMINATIONS 46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

(c) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, BPA will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to BPA and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to BPA for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

(2) Total cost. It is estimated that the total cost to BPA for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to BPA for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to BPA for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, BPA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of BPA against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

(a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.

(b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)**

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)**

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)**

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

The Contractor shall indemnify BPA and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to-
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

**ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

United States law will apply to resolve any claim of breach of this contract.

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

**PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)**

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

**INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)**

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

- (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
 - (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
 - (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
 - (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.
 - (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)
(FEB 2016) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) BPA Policy 434-1: Cyber Security Program
 - (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
 - (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
 - (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying BPA of Contractor Personnel Changes:
 - (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
 - (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
 - (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311	- Secretary I	18.07
01312	- Secretary II	20.18
01313	- Secretary III	25.29
01320	- Service Order Dispatcher	16.98
01410	- Supply Technician	31.41
01420	- Survey Worker	20.03
01460	- Switchboard Operator/Receptionist	14.43
01531	- Travel Clerk I	13.46
01532	- Travel Clerk II	14.46
01533	- Travel Clerk III	15.53
01611	- Word Processor I	15.63
01612	- Word Processor II	17.67
01613	- Word Processor III	19.95
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	27.70
05010	- Automotive Electrician	23.51
05040	- Automotive Glass Installer	22.15
05070	- Automotive Worker	22.15
05110	- Mobile Equipment Servicer	19.04
05130	- Motor Equipment Metal Mechanic	24.78
05160	- Motor Equipment Metal Worker	22.15
05190	- Motor Vehicle Mechanic	24.78
05220	- Motor Vehicle Mechanic Helper	18.49
05250	- Motor Vehicle Upholstery Worker	21.63
05280	- Motor Vehicle Wrecker	22.15
05310	- Painter, Automotive	23.51
05340	- Radiator Repair Specialist	22.15
05370	- Tire Repairer	14.44
05400	- Transmission Repair Specialist	24.78
07000	- Food Preparation And Service Occupations	
07010	- Baker	14.14
07041	- Cook I	13.81
07042	- Cook II	16.06
07070	- Dishwasher	10.11
07130	- Food Service Worker	10.66
07210	- Meat Cutter	19.19
07260	- Waiter/Waitress	9.70
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.86
09040	- Furniture Handler	14.06
09080	- Furniture Refinisher	20.23
09090	- Furniture Refinisher Helper	15.52
09110	- Furniture Repairer, Minor	17.94
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.54
11060	- Elevator Operator	11.59
11090	- Gardener	17.52
11122	- Housekeeping Aide	12.23
11150	- Janitor	12.23
11210	- Laborer, Grounds Maintenance	13.07
11240	- Maid or Houseman	11.40
11260	- Pruner	11.58
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.07
11360	- Window Cleaner	13.80
12000	- Health Occupations	
12010	- Ambulance Driver	21.63
12011	- Breath Alcohol Technician	21.35
12012	- Certified Occupational Therapist Assistant	25.42
12015	- Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiiong Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312	- Secretary II	14.74
01313	- Secretary III	17.50
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.53
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.95
01612	- Word Processor II	14.54
01613	- Word Processor III	16.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.51
05010	- Automotive Electrician	16.06
05040	- Automotive Glass Installer	15.17
05070	- Automotive Worker	15.17
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	16.97
05160	- Motor Equipment Metal Worker	15.17
05190	- Motor Vehicle Mechanic	16.97
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.30
05280	- Motor Vehicle Wrecker	15.17
05310	- Painter, Automotive	16.06
05340	- Radiator Repair Specialist	15.17
05370	- Tire Repairer	13.27
05400	- Transmission Repair Specialist	16.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.28
07210	- Meat Cutter	14.14
07260	- Waiter/Waitress	8.85
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.96
09040	- Furniture Handler	11.23
09080	- Furniture Refinisher	15.96
09090	- Furniture Refinisher Helper	12.70
09110	- Furniture Repairer, Minor	14.21
09130	- Upholsterer	15.96
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.16
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.16
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	12.65
11240	- Maid or Houseman	9.55
11260	- Pruner	11.32
11270	- Tractor Operator	15.00
11330	- Trail Maintenance Worker	12.65
11360	- Window Cleaner	12.48
12000	- Health Occupations	
12010	- Ambulance Driver	12.57
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	18.56
01420 - Survey Worker	13.83
01460 - Switchboard Operator/Receptionist	12.05
01531 - Travel Clerk I	11.90
01532 - Travel Clerk II	12.76
01533 - Travel Clerk III	13.59
01611 - Word Processor I	12.37
01612 - Word Processor II	13.89
01613 - Word Processor III	15.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.91
05010 - Automotive Electrician	16.67
05040 - Automotive Glass Installer	15.52
05070 - Automotive Worker	15.52
05110 - Mobile Equipment Servicer	13.53
05130 - Motor Equipment Metal Mechanic	17.80
05160 - Motor Equipment Metal Worker	15.52
05190 - Motor Vehicle Mechanic	17.80
05220 - Motor Vehicle Mechanic Helper	12.78
05250 - Motor Vehicle Upholstery Worker	14.48
05280 - Motor Vehicle Wrecker	15.52
05310 - Painter, Automotive	16.67
05340 - Radiator Repair Specialist	15.52
05370 - Tire Repairer	13.30
05400 - Transmission Repair Specialist	17.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.11
07041 - Cook I	11.10
07042 - Cook II	12.82
07070 - Dishwasher	8.76
07130 - Food Service Worker	9.75
07210 - Meat Cutter	12.85
07260 - Waiter/Waitress	8.88
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	12.35
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	13.97
09110 - Furniture Repairer, Minor	15.63
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.87
11060 - Elevator Operator	11.19
11090 - Gardener	14.89
11122 - Housekeeping Aide	11.19
11150 - Janitor	11.19
11210 - Laborer, Grounds Maintenance	11.50
11240 - Maid or Houseman	9.55
11260 - Pruner	10.29
11270 - Tractor Operator	13.70
11330 - Trail Maintenance Worker	11.50
11360 - Window Cleaner	12.52
12000 - Health Occupations	
12010 - Ambulance Driver	12.99
12011 - Breath Alcohol Technician	16.07
12012 - Certified Occupational Therapist Assistant	18.65
12015 - Certified Physical Therapist Assistant	19.03
12020 - Dental Assistant	16.25
12025 - Dental Hygienist	34.86
12030 - EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.49
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	11.51
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.03
01612	- Word Processor II	14.13
01613	- Word Processor III	15.81
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.33
05370	- Tire Repairer	10.61
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	9.80
07042	- Cook II	11.37
07070	- Dishwasher	8.60
07130	- Food Service Worker	9.41
07210	- Meat Cutter	15.84
07260	- Waiter/Waitress	8.79
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	14.27
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	11.56
11240	- Maid or Houseman	9.16
11260	- Pruner	10.14
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.56
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.49
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	22.96
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	34.95
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.57
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5519
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	17.47
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.66
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.04
01611	- Word Processor I	13.43
01612	- Word Processor II	15.07
01613	- Word Processor III	16.87
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.65
05010	- Automotive Electrician	14.56
05040	- Automotive Glass Installer	14.24
05070	- Automotive Worker	14.07
05110	- Mobile Equipment Servicer	12.21
05130	- Motor Equipment Metal Mechanic	15.83
05160	- Motor Equipment Metal Worker	14.07
05190	- Motor Vehicle Mechanic	15.83
05220	- Motor Vehicle Mechanic Helper	11.50
05250	- Motor Vehicle Upholstery Worker	13.30
05280	- Motor Vehicle Wrecker	14.07
05310	- Painter, Automotive	15.03
05340	- Radiator Repair Specialist	15.27
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	15.83
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	10.78
07042	- Cook II	12.51
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.68
07210	- Meat Cutter	14.58
07260	- Waiter/Waitress	9.47
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.29
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	12.36
11240	- Maid or Houseman	8.90
11260	- Pruner	11.15
11270	- Tractor Operator	14.32
11330	- Trail Maintenance Worker	12.36
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	18.14
12011	- Breath Alcohol Technician	16.39
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	16.43
12025	- Dental Hygienist	36.52
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		14.16
21130 - Shipping/Receiving Clerk		14.16
21140 - Store Worker I		11.55
21150 - Stock Clerk		16.58
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.32
23019 - Aircraft Logs and Records Technician		17.99
23021 - Aircraft Mechanic I		21.23
23022 - Aircraft Mechanic II		22.32
23023 - Aircraft Mechanic III		23.39
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.16
23060 - Aircraft Servicer		17.99
23070 - Aircraft Survival Flight Equipment Technician		20.16
23080 - Aircraft Worker		19.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5527
Director	Wage Determinations		Revision No.: 1
			Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071 - Licensed Practical Nurse I	17.04
12072 - Licensed Practical Nurse II	19.06
12073 - Licensed Practical Nurse III	21.26
12100 - Medical Assistant	15.12
12130 - Medical Laboratory Technician	17.61
12160 - Medical Record Clerk	14.92
12190 - Medical Record Technician	16.70
12195 - Medical Transcriptionist	18.70
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	10.62
12222 - Nursing Assistant II	11.94
12223 - Nursing Assistant III	13.03
12224 - Nursing Assistant IV	14.63
12235 - Optical Dispenser	19.06
12236 - Optical Technician	17.90
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	28.22
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	23.47
12320 - Substance Abuse Treatment Counselor	13.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.42
13012 - Exhibits Specialist II	27.79
13013 - Exhibits Specialist III	33.99
13041 - Illustrator I	22.42
13042 - Illustrator II	27.79
13043 - Illustrator III	33.99
13047 - Librarian	30.76
13050 - Library Aide/Clerk	15.60
13054 - Library Information Technology Systems Administrator	27.77
13058 - Library Technician	19.91
13061 - Media Specialist I	20.04
13062 - Media Specialist II	22.44
13063 - Media Specialist III	25.00
13071 - Photographer I	18.05
13072 - Photographer II	20.20
13073 - Photographer III	25.01
13074 - Photographer IV	30.59
13075 - Photographer V	37.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040 - Sewage Plant Operator	25.62
25070 - Stationary Engineer	30.04
25190 - Ventilation Equipment Tender	21.51
25210 - Water Treatment Plant Operator	25.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.21
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	27.65
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	31.54
27132 - Police Officer II	35.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	12.43
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.39
28515 - Recreation Specialist	19.33
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.59
29020 - Hatch Tender	30.59
29030 - Line Handler	30.59
29041 - Stevedore I	28.40
29042 - Stevedore II	32.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	27.26
30051 - Cryogenic Technician I	24.09
30052 - Cryogenic Technician II	26.61
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	24.57
30095 - Evidence Control Specialist	21.76
30210 - Laboratory Technician	26.29
30221 - Latent Fingerprint Technician I	24.09
30222 - Latent Fingerprint Technician II	26.61
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5529
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		16.61
14160	- Personal Computer Support Technician		23.01
14170	- System Support Specialist		22.42
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		28.73
15020	- Aircrew Training Devices Instructor (Rated)		34.76
15030	- Air Crew Training Devices Instructor (Pilot)		41.66
15050	- Computer Based Training Specialist / Instructor		28.73
15060	- Educational Technologist		31.63
15070	- Flight Instructor (Pilot)		41.66
15080	- Graphic Artist		22.85
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086	- Maintenance Test Pilot, Rotary Wing		41.66
15088	- Non-Maintenance Test/Co-Pilot		41.66
15090	- Technical Instructor		20.39
15095	- Technical Instructor/Course Developer		24.95
15110	- Test Proctor		17.79
15120	- Tutor		17.79
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.86
16030	- Counter Attendant		10.86
16040	- Dry Cleaner		13.64
16070	- Finisher, Flatwork, Machine		10.86
16090	- Presser, Hand		10.86
16110	- Presser, Machine, Drycleaning		10.86
16130	- Presser, Machine, Shirts		10.86
16160	- Presser, Machine, Wearing Apparel, Laundry		10.86
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.77
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		21.40
19040	- Tool And Die Maker		26.82
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.38
21030	- Material Coordinator		19.75
21040	- Material Expediter		19.75
21050	- Material Handling Laborer		14.54
21071	- Order Filler		13.60
21080	- Production Line Worker (Food Processing)		16.38
21110	- Shipping Packer		15.81
21130	- Shipping/Receiving Clerk		15.81
21140	- Store Worker I		13.72
21150	- Stock Clerk		18.05
21210	- Tools And Parts Attendant		16.38
21410	- Warehouse Specialist		16.38
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		28.39
23019	- Aircraft Logs and Records Technician		22.69
23021	- Aircraft Mechanic I		26.93
23022	- Aircraft Mechanic II		28.39
23023	- Aircraft Mechanic III		29.84
23040	- Aircraft Mechanic Helper		19.74
23050	- Aircraft, Painter		24.87
23060	- Aircraft Servicer		22.69
23070	- Aircraft Survival Flight Equipment Technician		24.87
23080	- Aircraft Worker		24.10
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320 - Service Order Dispatcher	18.84
01410 - Supply Technician	25.71
01420 - Survey Worker	19.01
01460 - Switchboard Operator/Receptionist	15.31
01531 - Travel Clerk I	14.71
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	17.01
01612 - Word Processor II	19.09
01613 - Word Processor III	21.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.73
05010 - Automotive Electrician	22.06
05040 - Automotive Glass Installer	19.83
05070 - Automotive Worker	21.36
05110 - Mobile Equipment Servicer	19.93
05130 - Motor Equipment Metal Mechanic	22.82
05160 - Motor Equipment Metal Worker	21.36
05190 - Motor Vehicle Mechanic	22.78
05220 - Motor Vehicle Mechanic Helper	19.20
05250 - Motor Vehicle Upholstery Worker	20.65
05280 - Motor Vehicle Wrecker	21.36
05310 - Painter, Automotive	22.06
05340 - Radiator Repair Specialist	21.36
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.16
07041 - Cook I	14.42
07042 - Cook II	16.56
07070 - Dishwasher	10.65
07130 - Food Service Worker	11.40
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	13.37
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.20
09040 - Furniture Handler	16.86
09080 - Furniture Refinisher	19.20
09090 - Furniture Refinisher Helper	16.86
09110 - Furniture Repairer, Minor	18.01
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.02
11060 - Elevator Operator	12.02
11090 - Gardener	18.28
11122 - Housekeeping Aide	15.32
11150 - Janitor	15.32
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	11.48
11260 - Pruner	13.84
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	23.39
12011 - Breath Alcohol Technician	21.47
12012 - Certified Occupational Therapist Assistant	27.14
12015 - Certified Physical Therapist Assistant	25.43
12020 - Dental Assistant	20.44
12025 - Dental Hygienist	45.08
12030 - EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		18.22
14160	- Personal Computer Support Technician		25.25
14170	- System Support Specialist		29.28
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		34.20
15020	- Aircrew Training Devices Instructor (Rated)		41.38
15030	- Air Crew Training Devices Instructor (Pilot)		49.60
15050	- Computer Based Training Specialist / Instructor		34.20
15060	- Educational Technologist		30.07
15070	- Flight Instructor (Pilot)		49.60
15080	- Graphic Artist		25.73
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086	- Maintenance Test Pilot, Rotary Wing		41.67
15088	- Non-Maintenance Test/Co-Pilot		41.67
15090	- Technical Instructor		26.41
15095	- Technical Instructor/Course Developer		30.26
15110	- Test Proctor		21.33
15120	- Tutor		21.33
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.86
16030	- Counter Attendant		10.86
16040	- Dry Cleaner		13.65
16070	- Finisher, Flatwork, Machine		10.86
16090	- Presser, Hand		10.86
16110	- Presser, Machine, Drycleaning		10.86
16130	- Presser, Machine, Shirts		10.86
16160	- Presser, Machine, Wearing Apparel, Laundry		10.86
16190	- Sewing Machine Operator		14.55
16220	- Tailor		15.44
16250	- Washer, Machine		11.89
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		25.86
19040	- Tool And Die Maker		29.25
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		19.87
21030	- Material Coordinator		21.10
21040	- Material Expediter		21.10
21050	- Material Handling Laborer		15.41
21071	- Order Filler		14.20
21080	- Production Line Worker (Food Processing)		19.87
21110	- Shipping Packer		18.13
21130	- Shipping/Receiving Clerk		18.13
21140	- Store Worker I		16.69
21150	- Stock Clerk		21.08
21210	- Tools And Parts Attendant		19.87
21410	- Warehouse Specialist		19.87
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		29.37
23019	- Aircraft Logs and Records Technician		24.97
23021	- Aircraft Mechanic I		28.50
23022	- Aircraft Mechanic II		29.37
23023	- Aircraft Mechanic III		30.25
23040	- Aircraft Mechanic Helper		22.11
23050	- Aircraft, Painter		27.52
23060	- Aircraft Servicer		24.97
23070	- Aircraft Survival Flight Equipment Technician		27.52
23080	- Aircraft Worker		26.38
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	21.94
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	20.13
05040	- Automotive Glass Installer	19.04
05070	- Automotive Worker	19.04
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	21.20
05160	- Motor Equipment Metal Worker	19.04
05190	- Motor Vehicle Mechanic	21.20
05220	- Motor Vehicle Mechanic Helper	15.81
05250	- Motor Vehicle Upholstery Worker	17.96
05280	- Motor Vehicle Wrecker	19.04
05310	- Painter, Automotive	20.13
05340	- Radiator Repair Specialist	19.04
05370	- Tire Repairer	13.59
05400	- Transmission Repair Specialist	21.20
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	13.24
07042	- Cook II	14.83
07070	- Dishwasher	10.40
07130	- Food Service Worker	10.83
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.39
09040	- Furniture Handler	13.14
09080	- Furniture Refinisher	17.39
09090	- Furniture Refinisher Helper	14.32
09110	- Furniture Repairer, Minor	15.76
09130	- Upholsterer	17.39
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.34
11060	- Elevator Operator	11.34
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.51
11240	- Maid or Houseman	10.72
11260	- Pruner	11.87
11270	- Tractor Operator	13.88
11330	- Trail Maintenance Worker	12.51
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	19.58
12011	- Breath Alcohol Technician	20.00
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.82
05040	- Automotive Glass Installer	18.24
05070	- Automotive Worker	18.24
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	19.82
05160	- Motor Equipment Metal Worker	18.24
05190	- Motor Vehicle Mechanic	19.94
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.25
05280	- Motor Vehicle Wrecker	18.24
05310	- Painter, Automotive	19.03
05340	- Radiator Repair Specialist	18.24
05370	- Tire Repairer	13.22
05400	- Transmission Repair Specialist	19.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.73
07130	- Food Service Worker	10.41
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.63
11060	- Elevator Operator	11.69
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	13.22
11240	- Maid or Houseman	10.81
11260	- Pruner	12.16
11270	- Tractor Operator	14.83
11330	- Trail Maintenance Worker	13.22
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5545
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	17.59
01410	- Supply Technician	23.72
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	14.47
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.34
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.29
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.48
07042	- Cook II	16.19
07070	- Dishwasher	10.95
07130	- Food Service Worker	11.62
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.59
09040	- Furniture Handler	17.77
09080	- Furniture Refinisher	22.59
09090	- Furniture Refinisher Helper	19.65
09110	- Furniture Repairer, Minor	21.14
09130	- Upholsterer	22.59
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.98
11060	- Elevator Operator	13.18
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.10
12011	- Breath Alcohol Technician	20.83
12012	- Certified Occupational Therapist Assistant	26.94
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.59
12025	- Dental Hygienist	45.64
12030	- EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		30.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.81
15030 - Air Crew Training Devices Instructor (Pilot)		42.69
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		29.69
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086 - Maintenance Test Pilot, Rotary Wing		41.68
15088 - Non-Maintenance Test/Co-Pilot		41.68
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.81
16030 - Counter Attendant		10.81
16040 - Dry Cleaner		12.89
16070 - Finisher, Flatwork, Machine		10.81
16090 - Presser, Hand		10.81
16110 - Presser, Machine, Drycleaning		10.81
16130 - Presser, Machine, Shirts		10.81
16160 - Presser, Machine, Wearing Apparel, Laundry		10.81
16190 - Sewing Machine Operator		13.74
16220 - Tailor		14.56
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.54
19040 - Tool And Die Maker		30.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.47
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		19.94
21130 - Shipping/Receiving Clerk		19.94
21140 - Store Worker I		16.11
21150 - Stock Clerk		20.30
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.36
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.36
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086 - Maintenance Test Pilot, Rotary Wing		34.60
15088 - Non-Maintenance Test/Co-Pilot		34.60
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.89
15120 - Tutor		17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.79
21030 - Material Coordinator		20.37
21040 - Material Expediter		20.37
21050 - Material Handling Laborer		13.74
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.79
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		16.79
21410 - Warehouse Specialist		16.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		22.01
23021 - Aircraft Mechanic I		25.97
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.61
23040 - Aircraft Mechanic Helper		19.36
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		22.01
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.66
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	15.37
07042 - Cook II	17.23
07070 - Dishwasher	10.51
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88
11060 - Elevator Operator	12.88
11090 - Gardener	16.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	10.87
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.43
12011 - Breath Alcohol Technician	18.43
12012 - Certified Occupational Therapist Assistant	25.28
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	27.92
12035 - Electroneurodiagnostic Technologist	27.92
12040 - Emergency Medical Technician	18.43

12071 - Licensed Practical Nurse I	16.47
12072 - Licensed Practical Nurse II	18.43
12073 - Licensed Practical Nurse III	20.54
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.39
12190 - Medical Record Technician	17.22
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	19.06
12236 - Optical Technician	16.47
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	28.95
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	22.82
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040	- Sewage Plant Operator	25.55
25070	- Stationary Engineer	27.31
25190	- Ventilation Equipment Tender	20.58
25210	- Water Treatment Plant Operator	25.55
27000	- Protective Service Occupations	
27004	- Alarm Monitor	22.01
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	25.24
27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	28.67
27132	- Police Officer II	31.84
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Worker	11.72
28210	- Gate Attendant/Gate Tender	15.41
28310	- Lifeguard	13.09
28350	- Park Attendant (Aide)	17.23
28510	- Recreation Aide/Health Facility Attendant	12.49
28515	- Recreation Specialist	21.20
28630	- Sports Official	13.72
28690	- Swimming Pool Operator	22.52
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	27.81
29020	- Hatch Tender	27.81
29030	- Line Handler	27.81
29041	- Stevedore I	25.82
29042	- Stevedore II	29.78
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	24.78
30051	- Cryogenic Technician I	21.24
30052	- Cryogenic Technician II	23.46
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	22.34
30095	- Evidence Control Specialist	19.18
30210	- Laboratory Technician	23.90
30221	- Latent Fingerprint Technician I	21.24
30222	- Latent Fingerprint Technician II	23.46
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.94
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320	- Service Order Dispatcher	17.47
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.33
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	14.80
01533	- Travel Clerk III	15.93
01611	- Word Processor I	13.51
01612	- Word Processor II	15.16
01613	- Word Processor III	16.97
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	18.37
05040	- Automotive Glass Installer	17.37
05070	- Automotive Worker	17.37
05110	- Mobile Equipment Servicer	15.33
05130	- Motor Equipment Metal Mechanic	19.39
05160	- Motor Equipment Metal Worker	17.37
05190	- Motor Vehicle Mechanic	19.39
05220	- Motor Vehicle Mechanic Helper	14.33
05250	- Motor Vehicle Upholstery Worker	16.37
05280	- Motor Vehicle Wrecker	17.37
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	17.37
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	19.39
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.66
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.93
07130	- Food Service Worker	10.48
07210	- Meat Cutter	16.38
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.82
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.84
11060	- Elevator Operator	11.55
11090	- Gardener	16.67
11122	- Housekeeping Aide	11.55
11150	- Janitor	11.55
11210	- Laborer, Grounds Maintenance	13.39
11240	- Maid or Houseman	10.60
11260	- Pruner	12.52
11270	- Tractor Operator	15.58
11330	- Trail Maintenance Worker	13.39
11360	- Window Cleaner	12.57
12000	- Health Occupations	
12010	- Ambulance Driver	19.47
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	19.27
12025	- Dental Hygienist	38.16
12030	- EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		22.85
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086	- Maintenance Test Pilot, Rotary Wing		36.53
15088	- Non-Maintenance Test/Co-Pilot		36.53
15090	- Technical Instructor		20.39
15095	- Technical Instructor/Course Developer		25.47
15110	- Test Proctor		16.82
15120	- Tutor		16.82
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		18.51
21040	- Material Expediter		18.51
21050	- Material Handling Laborer		12.69
21071	- Order Filler		13.37
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		23.64
23019	- Aircraft Logs and Records Technician		18.98
23021	- Aircraft Mechanic I		22.49
23022	- Aircraft Mechanic II		23.64
23023	- Aircraft Mechanic III		24.82
23040	- Aircraft Mechanic Helper		16.62
23050	- Aircraft, Painter		21.31
23060	- Aircraft Servicer		18.98
23070	- Aircraft Survival Flight Equipment Technician		21.31
23080	- Aircraft Worker		20.14
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	14.05
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	13.71
01612	- Word Processor II	15.39
01613	- Word Processor III	17.22
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.67
05040	- Automotive Glass Installer	16.70
05070	- Automotive Worker	16.70
05110	- Mobile Equipment Servicer	14.75
05130	- Motor Equipment Metal Mechanic	18.65
05160	- Motor Equipment Metal Worker	16.70
05190	- Motor Vehicle Mechanic	18.65
05220	- Motor Vehicle Mechanic Helper	13.79
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.70
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.70
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.65
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.15
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.56
07130	- Food Service Worker	10.51
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	11.52
11090	- Gardener	15.96
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.85
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.54
12000	- Health Occupations	
12010	- Ambulance Driver	19.81
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	39.52
12030	- EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		28.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086 - Maintenance Test Pilot, Rotary Wing		34.88
15088 - Non-Maintenance Test/Co-Pilot		34.88
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.13
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320 - Service Order Dispatcher	18.49
01410 - Supply Technician	22.62
01420 - Survey Worker	19.88
01460 - Switchboard Operator/Receptionist	14.41
01531 - Travel Clerk I	13.60
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	15.93
01611 - Word Processor I	14.12
01612 - Word Processor II	15.86
01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.95
05010 - Automotive Electrician	19.85
05040 - Automotive Glass Installer	18.97
05070 - Automotive Worker	18.97
05110 - Mobile Equipment Servicer	17.05
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.86
07042 - Cook II	14.31
07070 - Dishwasher	9.65
07130 - Food Service Worker	10.57
07210 - Meat Cutter	16.87
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.96
09080 - Furniture Refinisher	17.34
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.36
09130 - Upholsterer	18.24
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	12.95
11090 - Gardener	15.89
11122 - Housekeeping Aide	13.27
11150 - Janitor	13.27
11210 - Laborer, Grounds Maintenance	12.58
11240 - Maid or Houseman	11.47
11260 - Pruner	11.49
11270 - Tractor Operator	14.79
11330 - Trail Maintenance Worker	12.58
11360 - Window Cleaner	14.48
12000 - Health Occupations	
12010 - Ambulance Driver	19.04
12011 - Breath Alcohol Technician	19.93
12012 - Certified Occupational Therapist Assistant	24.78
12015 - Certified Physical Therapist Assistant	24.18
12020 - Dental Assistant	17.72
12025 - Dental Hygienist	36.69
12030 - EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320	- Service Order Dispatcher	16.54
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.11
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	12.90
01612	- Word Processor II	14.48
01613	- Word Processor III	16.19
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.35
05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.86
07130	- Food Service Worker	9.74
07210	- Meat Cutter	16.67
07260	- Waiter/Waitress	9.91
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.25
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.58
11060	- Elevator Operator	11.36
11090	- Gardener	15.72
11122	- Housekeeping Aide	11.36
11150	- Janitor	11.36
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	10.17
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.36
12000	- Health Occupations	
12010	- Ambulance Driver	18.48
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.27
12025	- Dental Hygienist	36.45
12030	- EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		21.24
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		33.11
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086	- Maintenance Test Pilot, Rotary Wing		36.70
15088	- Non-Maintenance Test/Co-Pilot		36.70
15090	- Technical Instructor		18.54
15095	- Technical Instructor/Course Developer		24.26
15110	- Test Proctor		15.60
15120	- Tutor		15.60
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		20.24
21040	- Material Expediter		20.24
21050	- Material Handling Laborer		13.70
21071	- Order Filler		12.32
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		25.19
23019	- Aircraft Logs and Records Technician		20.80
23021	- Aircraft Mechanic I		23.99
23022	- Aircraft Mechanic II		25.19
23023	- Aircraft Mechanic III		26.46
23040	- Aircraft Mechanic Helper		17.18
23050	- Aircraft, Painter		21.90
23060	- Aircraft Servicer		20.80
23070	- Aircraft Survival Flight Equipment Technician		21.90
23080	- Aircraft Worker		21.49
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.33
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	12.12
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	14.84
01533 - Travel Clerk III	15.96
01611 - Word Processor I	13.64
01612 - Word Processor II	15.31
01613 - Word Processor III	17.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.28
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.59
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.73
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.37
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.37
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	37.49
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086 - Maintenance Test Pilot, Rotary Wing		37.75
15088 - Non-Maintenance Test/Co-Pilot		37.75
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		12.85
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5583
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320 - Service Order Dispatcher	17.40
01410 - Supply Technician	22.85
01420 - Survey Worker	19.88
01460 - Switchboard Operator/Receptionist	14.41
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	15.96
01611 - Word Processor I	14.12
01612 - Word Processor II	15.86
01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.95
05010 - Automotive Electrician	19.85
05040 - Automotive Glass Installer	18.97
05070 - Automotive Worker	18.97
05110 - Mobile Equipment Servicer	17.05
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.89
07042 - Cook II	14.63
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.19
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.24
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	18.54
09090 - Furniture Refinisher Helper	14.57
09110 - Furniture Repairer, Minor	16.67
09130 - Upholsterer	18.24
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.58
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.16
11240 - Maid or Houseman	11.47
11260 - Pruner	12.06
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.16
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.94
12011 - Breath Alcohol Technician	20.94
12012 - Certified Occupational Therapist Assistant	24.78
12015 - Certified Physical Therapist Assistant	24.18
12020 - Dental Assistant	19.49
12025 - Dental Hygienist	37.49
12030 - EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086 - Maintenance Test Pilot, Rotary Wing		41.12
15088 - Non-Maintenance Test/Co-Pilot		41.12
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		19.57
15120 - Tutor		19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.95
21040 - Material Expediter		20.95
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		15.70
21130 - Shipping/Receiving Clerk		15.70
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.19
23019 - Aircraft Logs and Records Technician		22.51
23021 - Aircraft Mechanic I		26.77
23022 - Aircraft Mechanic II		28.19
23023 - Aircraft Mechanic III		29.61
23040 - Aircraft Mechanic Helper		19.68
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.51
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		23.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

Click OLE icon to access word processing. Execute to create a new Modification.



Contract:	00075821	00000	Facility:	TBL	Contract Status:	ISSUED	05/03/2017	
Modification:	001	Previous	Next	Facility Group:	TBL	Modification Status:	ISSUED	11/09/2017
Modified By:	(b) (6)		Company:	TBL	Execution Date:	11/09/2017		
Project:	0001392		Print Status:	<input checked="" type="checkbox"/>	Image:		Execute	
Title:	NOVATION EFFECTIVE 11/1/2017							
Modification Type:	VENDOR							

Modification Details

Contract Value

Prior:

Modification:

New Value: [USD](#)

NTX:

Pricing Method

Prior: NFO

Modification:

Start Date and End Date

Prior: 05/14/2017 - 05/12/2018

Modification: -

Vendor

Prior: CORTECGR 00

Modification: CORSTECH 00

Scope Details

Modification Scope



Scope Updated:

Related Information

[Resources](#)

[Milestones](#)

[NAICS WMBE I...](#)

[Communication...](#)

[Contacts](#)

[Documents](#)

[Change Request](#)

[Forecast](#)

NOVATION AGREEMENT

The purpose of the agreement is to recognize CorSource Technology Group LLC (transferee) as the successor in interest to CorSource Technology Group Inc. (transferor) under BPA Master Agreement No.. 75821-000 and 75821-001.

(1) The Transferor hereby transfers all rights and obligations under the contract(s) to the Transferee as of 11/1/2017(date). By making such transfer, the Transferor waives any claims or rights it may have under the contract(s). The transferor guarantees performance of the contract by the transferee.

(2) The Transferee agrees to assume all rights and obligations transferred in paragraph (1), and understands that, as of the date specified, it stands in the same legal position as if it had been the original contractor.

(3) BPA recognizes the Transferee as the Transferor's successor in interest under the subject contract(s). Pursuant to this agreement, the Transferee becomes entitled to all rights and interests under the contract(s) as if the Transferee were the original contractor.

(4) Except as provided in this agreement, nothing in it shall be construed as (a) a waiver of any rights BPA may have against the Transferor, or (b) relieving the transferor or transferee from compliance with any Federal law.

The parties hereby execute this agreement as of the date specified in paragraph (1)

BONNEVILLE POWER ADMINISTRATION

By..... **(b) (6)** Digital signed by JOSHUA KULAK
DN: c=US, o=U.S. Government, ou=Department
of Energy, cn=JOSHUA KULAK,
09 2342 1020300 100 1 1-80001000283436
Date: 2017.10.25 11:36:56 -07'00' 10/25/2017

Title...Contracting Officer

(NAME OF TRANSFEROR)

By: Richard Pierce **(b) (6)**

Title Chairman of the Board

(NAME OF TRANSFEREE)

By Andrew Hermann **(b) (6)**

Title: President

(End of Agreement)



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075821
Release : 00000
Page : 1

Vendor:
CORSOURCE TECHNOLOGY GROUP LLC
529 SW 3RD SUITE 500
PORTLAND OR 97204

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Email: clrodriguez@bpa.gov

Attn: ANDREW HERMANN

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/19

<p>(b) (6)</p> <hr/> <p>Contractor Signature Andrew Hermann, President</p> <hr/> <p>Printed Name/Title May 10, 2018</p> <hr/> <p>Date Signed</p>	<p>(b) (6)</p> <hr/> <p>BPA Contracting Officer</p> <hr/> <p>Date Signed</p>
--	--

Digitally signed by CODY RODRIGUEZ
DN: cn=US, o=U.S. Government, ou=Department of Energy, cn=CODY
RODRIGUEZ, 0.9.2342.19200300.100.1.1-89001003075189
Date: 2018.05.11 15:15:54 -0700

Title : EXERCISE OPTION YEAR ONE
Modification: 002
Modified Performance Period: - 05/11/19
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(MAR 2018)(BPI 19.4)**

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(MAR 2018)(BPI 22.5.6(F))**

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation

in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.
- 4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:
- Cyber & Physical Security training
 - FERC Standards of Conduct training
 - BPA Travel System training
 - Asset Suite and PeopleSoft user training
 - Records management training
 - Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

- 4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.
- 4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.
- 4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.
- 4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.
- 4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

- 5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.
- 5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. **General**

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075821
Release : 00000
Page : 1

Vendor:
CORSOURCE TECHNOLOGY GROUP LLC
529 SW 3RD SUITE 500
PORTLAND OR 97204

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: ANDREW HERMANN

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/20

Unilateral; No Signature Required	(b) (6)
Contractor Signature	BPA Contracting Officer
Printed Name/Title	4/11/2019
Date Signed	Date Signed

Title : EXERCISE OPTION PERIOD 2
Modification: 003
Modified Performance Period: - 05/11/20
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
- (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

- 10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);
- 10.7.2.2. Scheduling skills assessments/interviews
- 10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation
- 10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;
- 10.7.2.5. Invoicing.
- 10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75821		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 4/22/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

CorSource

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.04.22 17:28:51 -07'00'	15c. Date Signed: 04/22/2020
		(Signature of Contracting Officer)	

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
- (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
- (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. **Accident Reporting**

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. **Damage Reports**

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. **Conservation of Resources**

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75821		2. Amendment/Modification Number: ... - 005	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

CORSOURCE TECHNOLOGY GROUP LLC

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.11.19 18:31:03 -08'00'	15c. Date Signed: 11/19/2020

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075822
Release : 0000
Page : 1

Vendor:

CRGT INC
4000 LEGATO RD
SUITE 600
FAIRFAX VA 22033

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn Barbara J. Ivory

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Performance Period:

05/14/17 - 05/12/18

Payment Terms: % Days Net 30

Contractor Signature
(b) (6)

Printed Name/Title

Date Signed

(b) (6)

com, c=US
Date: 2017.04.25 19:24:58 -04'00'

(b) (6)

BPA Contracting Officer

05/01/17
Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR 32

OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44

UNIT 4 — WAGE DETERMINATIONS 46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

(c) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, BPA will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to BPA and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to BPA for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

(2) Total cost. It is estimated that the total cost to BPA for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to BPA for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to BPA for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, BPA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of BPA against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

(a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.

(b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

The Contractor shall indemnify BPA and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to:
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

**ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

United States law will apply to resolve any claim of breach of this contract.

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

**PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)**

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

**INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)**

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.

(p) Contractor's certification

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.

(q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)
(FEB 2016) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) BPA Policy 434-1: Cyber Security Program
 - (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
 - (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
 - (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying BPA of Contractor Personnel Changes:
 - (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
 - (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
 - (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311	- Secretary I	18.07
01312	- Secretary II	20.18
01313	- Secretary III	25.29
01320	- Service Order Dispatcher	16.98
01410	- Supply Technician	31.41
01420	- Survey Worker	20.03
01460	- Switchboard Operator/Receptionist	14.43
01531	- Travel Clerk I	13.46
01532	- Travel Clerk II	14.46
01533	- Travel Clerk III	15.53
01611	- Word Processor I	15.63
01612	- Word Processor II	17.67
01613	- Word Processor III	19.95
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	27.70
05010	- Automotive Electrician	23.51
05040	- Automotive Glass Installer	22.15
05070	- Automotive Worker	22.15
05110	- Mobile Equipment Servicer	19.04
05130	- Motor Equipment Metal Mechanic	24.78
05160	- Motor Equipment Metal Worker	22.15
05190	- Motor Vehicle Mechanic	24.78
05220	- Motor Vehicle Mechanic Helper	18.49
05250	- Motor Vehicle Upholstery Worker	21.63
05280	- Motor Vehicle Wrecker	22.15
05310	- Painter, Automotive	23.51
05340	- Radiator Repair Specialist	22.15
05370	- Tire Repairer	14.44
05400	- Transmission Repair Specialist	24.78
07000	- Food Preparation And Service Occupations	
07010	- Baker	14.14
07041	- Cook I	13.81
07042	- Cook II	16.06
07070	- Dishwasher	10.11
07130	- Food Service Worker	10.66
07210	- Meat Cutter	19.19
07260	- Waiter/Waitress	9.70
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.86
09040	- Furniture Handler	14.06
09080	- Furniture Refinisher	20.23
09090	- Furniture Refinisher Helper	15.52
09110	- Furniture Repairer, Minor	17.94
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.54
11060	- Elevator Operator	11.59
11090	- Gardener	17.52
11122	- Housekeeping Aide	12.23
11150	- Janitor	12.23
11210	- Laborer, Grounds Maintenance	13.07
11240	- Maid or Houseman	11.40
11260	- Pruner	11.58
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.07
11360	- Window Cleaner	13.80
12000	- Health Occupations	
12010	- Ambulance Driver	21.63
12011	- Breath Alcohol Technician	21.35
12012	- Certified Occupational Therapist Assistant	25.42
12015	- Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiiong Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312	- Secretary II	14.74
01313	- Secretary III	17.50
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.53
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.95
01612	- Word Processor II	14.54
01613	- Word Processor III	16.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.51
05010	- Automotive Electrician	16.06
05040	- Automotive Glass Installer	15.17
05070	- Automotive Worker	15.17
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	16.97
05160	- Motor Equipment Metal Worker	15.17
05190	- Motor Vehicle Mechanic	16.97
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.30
05280	- Motor Vehicle Wrecker	15.17
05310	- Painter, Automotive	16.06
05340	- Radiator Repair Specialist	15.17
05370	- Tire Repairer	13.27
05400	- Transmission Repair Specialist	16.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.28
07210	- Meat Cutter	14.14
07260	- Waiter/Waitress	8.85
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.96
09040	- Furniture Handler	11.23
09080	- Furniture Refinisher	15.96
09090	- Furniture Refinisher Helper	12.70
09110	- Furniture Repairer, Minor	14.21
09130	- Upholsterer	15.96
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.16
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.16
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	12.65
11240	- Maid or Houseman	9.55
11260	- Pruner	11.32
11270	- Tractor Operator	15.00
11330	- Trail Maintenance Worker	12.65
11360	- Window Cleaner	12.48
12000	- Health Occupations	
12010	- Ambulance Driver	12.57
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320	- Service Order Dispatcher	15.82
01410	- Supply Technician	18.56
01420	- Survey Worker	13.83
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.37
01612	- Word Processor II	13.89
01613	- Word Processor III	15.54
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.91
05010	- Automotive Electrician	16.67
05040	- Automotive Glass Installer	15.52
05070	- Automotive Worker	15.52
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	17.80
05160	- Motor Equipment Metal Worker	15.52
05190	- Motor Vehicle Mechanic	17.80
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.48
05280	- Motor Vehicle Wrecker	15.52
05310	- Painter, Automotive	16.67
05340	- Radiator Repair Specialist	15.52
05370	- Tire Repairer	13.30
05400	- Transmission Repair Specialist	17.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.11
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.75
07210	- Meat Cutter	12.85
07260	- Waiter/Waitress	8.88
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.56
09040	- Furniture Handler	12.35
09080	- Furniture Refinisher	17.56
09090	- Furniture Refinisher Helper	13.97
09110	- Furniture Repairer, Minor	15.63
09130	- Upholsterer	17.56
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.19
11090	- Gardener	14.89
11122	- Housekeeping Aide	11.19
11150	- Janitor	11.19
11210	- Laborer, Grounds Maintenance	11.50
11240	- Maid or Houseman	9.55
11260	- Pruner	10.29
11270	- Tractor Operator	13.70
11330	- Trail Maintenance Worker	11.50
11360	- Window Cleaner	12.52
12000	- Health Occupations	
12010	- Ambulance Driver	12.99
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	16.25
12025	- Dental Hygienist	34.86
12030	- EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.49
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	11.51
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.03
01612	- Word Processor II	14.13
01613	- Word Processor III	15.81
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.33
05370	- Tire Repairer	10.61
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	9.80
07042	- Cook II	11.37
07070	- Dishwasher	8.60
07130	- Food Service Worker	9.41
07210	- Meat Cutter	15.84
07260	- Waiter/Waitress	8.79
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	14.27
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	11.56
11240	- Maid or Houseman	9.16
11260	- Pruner	10.14
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.56
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.49
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	22.96
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	34.95
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.57
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5519
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	17.47
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.66
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.04
01611	- Word Processor I	13.43
01612	- Word Processor II	15.07
01613	- Word Processor III	16.87
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.65
05010	- Automotive Electrician	14.56
05040	- Automotive Glass Installer	14.24
05070	- Automotive Worker	14.07
05110	- Mobile Equipment Servicer	12.21
05130	- Motor Equipment Metal Mechanic	15.83
05160	- Motor Equipment Metal Worker	14.07
05190	- Motor Vehicle Mechanic	15.83
05220	- Motor Vehicle Mechanic Helper	11.50
05250	- Motor Vehicle Upholstery Worker	13.30
05280	- Motor Vehicle Wrecker	14.07
05310	- Painter, Automotive	15.03
05340	- Radiator Repair Specialist	15.27
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	15.83
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	10.78
07042	- Cook II	12.51
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.68
07210	- Meat Cutter	14.58
07260	- Waiter/Waitress	9.47
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.29
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	12.36
11240	- Maid or Houseman	8.90
11260	- Pruner	11.15
11270	- Tractor Operator	14.32
11330	- Trail Maintenance Worker	12.36
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	18.14
12011	- Breath Alcohol Technician	16.39
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	16.43
12025	- Dental Hygienist	36.52
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		14.16
21130 - Shipping/Receiving Clerk		14.16
21140 - Store Worker I		11.55
21150 - Stock Clerk		16.58
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.32
23019 - Aircraft Logs and Records Technician		17.99
23021 - Aircraft Mechanic I		21.23
23022 - Aircraft Mechanic II		22.32
23023 - Aircraft Mechanic III		23.39
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.16
23060 - Aircraft Servicer		17.99
23070 - Aircraft Survival Flight Equipment Technician		20.16
23080 - Aircraft Worker		19.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5527
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071	- Licensed Practical Nurse I	17.04
12072	- Licensed Practical Nurse II	19.06
12073	- Licensed Practical Nurse III	21.26
12100	- Medical Assistant	15.12
12130	- Medical Laboratory Technician	17.61
12160	- Medical Record Clerk	14.92
12190	- Medical Record Technician	16.70
12195	- Medical Transcriptionist	18.70
12210	- Nuclear Medicine Technologist	40.24
12221	- Nursing Assistant I	10.62
12222	- Nursing Assistant II	11.94
12223	- Nursing Assistant III	13.03
12224	- Nursing Assistant IV	14.63
12235	- Optical Dispenser	19.06
12236	- Optical Technician	17.90
12250	- Pharmacy Technician	17.24
12280	- Phlebotomist	14.63
12305	- Radiologic Technologist	28.22
12311	- Registered Nurse I	29.51
12312	- Registered Nurse II	36.10
12313	- Registered Nurse II, Specialist	36.10
12314	- Registered Nurse III	43.68
12315	- Registered Nurse III, Anesthetist	43.68
12316	- Registered Nurse IV	52.36
12317	- Scheduler (Drug and Alcohol Testing)	23.47
12320	- Substance Abuse Treatment Counselor	13.55
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	22.42
13012	- Exhibits Specialist II	27.79
13013	- Exhibits Specialist III	33.99
13041	- Illustrator I	22.42
13042	- Illustrator II	27.79
13043	- Illustrator III	33.99
13047	- Librarian	30.76
13050	- Library Aide/Clerk	15.60
13054	- Library Information Technology Systems Administrator	27.77
13058	- Library Technician	19.91
13061	- Media Specialist I	20.04
13062	- Media Specialist II	22.44
13063	- Media Specialist III	25.00
13071	- Photographer I	18.05
13072	- Photographer II	20.20
13073	- Photographer III	25.01
13074	- Photographer IV	30.59
13075	- Photographer V	37.02
13090	- Technical Order Library Clerk	15.49
13110	- Video Teleconference Technician	17.69
14000	- Information Technology Occupations	
14041	- Computer Operator I	19.45
14042	- Computer Operator II	21.76
14043	- Computer Operator III	24.28
14044	- Computer Operator IV	26.98
14045	- Computer Operator V	29.87
14071	- Computer Programmer I	(see 1) 22.85
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040 - Sewage Plant Operator	25.62
25070 - Stationary Engineer	30.04
25190 - Ventilation Equipment Tender	21.51
25210 - Water Treatment Plant Operator	25.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.21
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	27.65
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	31.54
27132 - Police Officer II	35.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	12.43
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.39
28515 - Recreation Specialist	19.33
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.59
29020 - Hatch Tender	30.59
29030 - Line Handler	30.59
29041 - Stevedore I	28.40
29042 - Stevedore II	32.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	27.26
30051 - Cryogenic Technician I	24.09
30052 - Cryogenic Technician II	26.61
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	24.57
30095 - Evidence Control Specialist	21.76
30210 - Laboratory Technician	26.29
30221 - Latent Fingerprint Technician I	24.09
30222 - Latent Fingerprint Technician II	26.61
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5529
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		22.42
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.73
15020 - Aircrew Training Devices Instructor (Rated)		34.76
15030 - Air Crew Training Devices Instructor (Pilot)		41.66
15050 - Computer Based Training Specialist / Instructor		28.73
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.66
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086 - Maintenance Test Pilot, Rotary Wing		41.66
15088 - Non-Maintenance Test/Co-Pilot		41.66
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		24.95
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		19.75
21040 - Material Expediter		19.75
21050 - Material Handling Laborer		14.54
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.81
21130 - Shipping/Receiving Clerk		15.81
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		22.69
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		19.74
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.69
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		24.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320 - Service Order Dispatcher	18.84
01410 - Supply Technician	25.71
01420 - Survey Worker	19.01
01460 - Switchboard Operator/Receptionist	15.31
01531 - Travel Clerk I	14.71
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	17.01
01612 - Word Processor II	19.09
01613 - Word Processor III	21.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.73
05010 - Automotive Electrician	22.06
05040 - Automotive Glass Installer	19.83
05070 - Automotive Worker	21.36
05110 - Mobile Equipment Servicer	19.93
05130 - Motor Equipment Metal Mechanic	22.82
05160 - Motor Equipment Metal Worker	21.36
05190 - Motor Vehicle Mechanic	22.78
05220 - Motor Vehicle Mechanic Helper	19.20
05250 - Motor Vehicle Upholstery Worker	20.65
05280 - Motor Vehicle Wrecker	21.36
05310 - Painter, Automotive	22.06
05340 - Radiator Repair Specialist	21.36
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.16
07041 - Cook I	14.42
07042 - Cook II	16.56
07070 - Dishwasher	10.65
07130 - Food Service Worker	11.40
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	13.37
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.20
09040 - Furniture Handler	16.86
09080 - Furniture Refinisher	19.20
09090 - Furniture Refinisher Helper	16.86
09110 - Furniture Repairer, Minor	18.01
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.02
11060 - Elevator Operator	12.02
11090 - Gardener	18.28
11122 - Housekeeping Aide	15.32
11150 - Janitor	15.32
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	11.48
11260 - Pruner	13.84
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	23.39
12011 - Breath Alcohol Technician	21.47
12012 - Certified Occupational Therapist Assistant	27.14
12015 - Certified Physical Therapist Assistant	25.43
12020 - Dental Assistant	20.44
12025 - Dental Hygienist	45.08
12030 - EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		29.28
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086 - Maintenance Test Pilot, Rotary Wing		41.67
15088 - Non-Maintenance Test/Co-Pilot		41.67
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		30.26
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.65
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.55
16220 - Tailor		15.44
16250 - Washer, Machine		11.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.20
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.52
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.52
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	21.94
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	20.13
05040	- Automotive Glass Installer	19.04
05070	- Automotive Worker	19.04
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	21.20
05160	- Motor Equipment Metal Worker	19.04
05190	- Motor Vehicle Mechanic	21.20
05220	- Motor Vehicle Mechanic Helper	15.81
05250	- Motor Vehicle Upholstery Worker	17.96
05280	- Motor Vehicle Wrecker	19.04
05310	- Painter, Automotive	20.13
05340	- Radiator Repair Specialist	19.04
05370	- Tire Repairer	13.59
05400	- Transmission Repair Specialist	21.20
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	13.24
07042	- Cook II	14.83
07070	- Dishwasher	10.40
07130	- Food Service Worker	10.83
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.39
09040	- Furniture Handler	13.14
09080	- Furniture Refinisher	17.39
09090	- Furniture Refinisher Helper	14.32
09110	- Furniture Repairer, Minor	15.76
09130	- Upholsterer	17.39
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.34
11060	- Elevator Operator	11.34
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.51
11240	- Maid or Houseman	10.72
11260	- Pruner	11.87
11270	- Tractor Operator	13.88
11330	- Trail Maintenance Worker	12.51
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	19.58
12011	- Breath Alcohol Technician	20.00
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.82
05040	- Automotive Glass Installer	18.24
05070	- Automotive Worker	18.24
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	19.82
05160	- Motor Equipment Metal Worker	18.24
05190	- Motor Vehicle Mechanic	19.94
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.25
05280	- Motor Vehicle Wrecker	18.24
05310	- Painter, Automotive	19.03
05340	- Radiator Repair Specialist	18.24
05370	- Tire Repairer	13.22
05400	- Transmission Repair Specialist	19.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.73
07130	- Food Service Worker	10.41
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.63
11060	- Elevator Operator	11.69
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	13.22
11240	- Maid or Houseman	10.81
11260	- Pruner	12.16
11270	- Tractor Operator	14.83
11330	- Trail Maintenance Worker	13.22
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5545
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	17.59
01410	- Supply Technician	23.72
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	14.47
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.34
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.29
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.48
07042	- Cook II	16.19
07070	- Dishwasher	10.95
07130	- Food Service Worker	11.62
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.59
09040	- Furniture Handler	17.77
09080	- Furniture Refinisher	22.59
09090	- Furniture Refinisher Helper	19.65
09110	- Furniture Repairer, Minor	21.14
09130	- Upholsterer	22.59
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.98
11060	- Elevator Operator	13.18
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.10
12011	- Breath Alcohol Technician	20.83
12012	- Certified Occupational Therapist Assistant	26.94
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.59
12025	- Dental Hygienist	45.64
12030	- EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		30.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.81
15030 - Air Crew Training Devices Instructor (Pilot)		42.69
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		29.69
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086 - Maintenance Test Pilot, Rotary Wing		41.68
15088 - Non-Maintenance Test/Co-Pilot		41.68
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.81
16030 - Counter Attendant		10.81
16040 - Dry Cleaner		12.89
16070 - Finisher, Flatwork, Machine		10.81
16090 - Presser, Hand		10.81
16110 - Presser, Machine, Drycleaning		10.81
16130 - Presser, Machine, Shirts		10.81
16160 - Presser, Machine, Wearing Apparel, Laundry		10.81
16190 - Sewing Machine Operator		13.74
16220 - Tailor		14.56
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.54
19040 - Tool And Die Maker		30.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.47
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		19.94
21130 - Shipping/Receiving Clerk		19.94
21140 - Store Worker I		16.11
21150 - Stock Clerk		20.30
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.36
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.36
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086 - Maintenance Test Pilot, Rotary Wing		34.60
15088 - Non-Maintenance Test/Co-Pilot		34.60
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.89
15120 - Tutor		17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.79
21030 - Material Coordinator		20.37
21040 - Material Expediter		20.37
21050 - Material Handling Laborer		13.74
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.79
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		16.79
21410 - Warehouse Specialist		16.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		22.01
23021 - Aircraft Mechanic I		25.97
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.61
23040 - Aircraft Mechanic Helper		19.36
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		22.01
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.66
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	15.37
07042 - Cook II	17.23
07070 - Dishwasher	10.51
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88
11060 - Elevator Operator	12.88
11090 - Gardener	16.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	10.87
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.43
12011 - Breath Alcohol Technician	18.43
12012 - Certified Occupational Therapist Assistant	25.28
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	27.92
12035 - Electroneurodiagnostic Technologist	27.92
12040 - Emergency Medical Technician	18.43

12071	- Licensed Practical Nurse I	16.47
12072	- Licensed Practical Nurse II	18.43
12073	- Licensed Practical Nurse III	20.54
12100	- Medical Assistant	14.85
12130	- Medical Laboratory Technician	16.47
12160	- Medical Record Clerk	15.39
12190	- Medical Record Technician	17.22
12195	- Medical Transcriptionist	17.58
12210	- Nuclear Medicine Technologist	40.24
12221	- Nursing Assistant I	11.07
12222	- Nursing Assistant II	12.44
12223	- Nursing Assistant III	13.57
12224	- Nursing Assistant IV	15.24
12235	- Optical Dispenser	19.06
12236	- Optical Technician	16.47
12250	- Pharmacy Technician	17.24
12280	- Phlebotomist	15.24
12305	- Radiologic Technologist	28.95
12311	- Registered Nurse I	29.51
12312	- Registered Nurse II	36.10
12313	- Registered Nurse II, Specialist	36.10
12314	- Registered Nurse III	43.68
12315	- Registered Nurse III, Anesthetist	43.68
12316	- Registered Nurse IV	52.36
12317	- Scheduler (Drug and Alcohol Testing)	22.82
12320	- Substance Abuse Treatment Counselor	22.82
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	20.38
13012	- Exhibits Specialist II	25.26
13013	- Exhibits Specialist III	30.90
13041	- Illustrator I	20.38
13042	- Illustrator II	25.26
13043	- Illustrator III	30.90
13047	- Librarian	27.96
13050	- Library Aide/Clerk	14.18
13054	- Library Information Technology Systems Administrator	25.26
13058	- Library Technician	18.10
13061	- Media Specialist I	18.22
13062	- Media Specialist II	20.40
13063	- Media Specialist III	22.73
13071	- Photographer I	16.41
13072	- Photographer II	18.36
13073	- Photographer III	22.74
13074	- Photographer IV	27.81
13075	- Photographer V	33.65
13090	- Technical Order Library Clerk	15.49
13110	- Video Teleconference Technician	17.69
14000	- Information Technology Occupations	
14041	- Computer Operator I	19.45
14042	- Computer Operator II	21.76
14043	- Computer Operator III	24.28
14044	- Computer Operator IV	26.98
14045	- Computer Operator V	29.87
14071	- Computer Programmer I	(see 1) 22.85
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040	- Sewage Plant Operator	25.55
25070	- Stationary Engineer	27.31
25190	- Ventilation Equipment Tender	20.58
25210	- Water Treatment Plant Operator	25.55
27000	- Protective Service Occupations	
27004	- Alarm Monitor	22.01
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	25.24
27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	28.67
27132	- Police Officer II	31.84
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Worker	11.72
28210	- Gate Attendant/Gate Tender	15.41
28310	- Lifeguard	13.09
28350	- Park Attendant (Aide)	17.23
28510	- Recreation Aide/Health Facility Attendant	12.49
28515	- Recreation Specialist	21.20
28630	- Sports Official	13.72
28690	- Swimming Pool Operator	22.52
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	27.81
29020	- Hatch Tender	27.81
29030	- Line Handler	27.81
29041	- Stevedore I	25.82
29042	- Stevedore II	29.78
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	24.78
30051	- Cryogenic Technician I	21.24
30052	- Cryogenic Technician II	23.46
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	22.34
30095	- Evidence Control Specialist	19.18
30210	- Laboratory Technician	23.90
30221	- Latent Fingerprint Technician I	21.24
30222	- Latent Fingerprint Technician II	23.46
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.94
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320 - Service Order Dispatcher	17.47
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	13.33
01531 - Travel Clerk I	13.60
01532 - Travel Clerk II	14.80
01533 - Travel Clerk III	15.93
01611 - Word Processor I	13.51
01612 - Word Processor II	15.16
01613 - Word Processor III	16.97
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	18.37
05040 - Automotive Glass Installer	17.37
05070 - Automotive Worker	17.37
05110 - Mobile Equipment Servicer	15.33
05130 - Motor Equipment Metal Mechanic	19.39
05160 - Motor Equipment Metal Worker	17.37
05190 - Motor Vehicle Mechanic	19.39
05220 - Motor Vehicle Mechanic Helper	14.33
05250 - Motor Vehicle Upholstery Worker	16.37
05280 - Motor Vehicle Wrecker	17.37
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	17.37
05370 - Tire Repairer	13.73
05400 - Transmission Repair Specialist	19.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.66
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.93
07130 - Food Service Worker	10.48
07210 - Meat Cutter	16.38
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.82
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.84
11060 - Elevator Operator	11.55
11090 - Gardener	16.67
11122 - Housekeeping Aide	11.55
11150 - Janitor	11.55
11210 - Laborer, Grounds Maintenance	13.39
11240 - Maid or Houseman	10.60
11260 - Pruner	12.52
11270 - Tractor Operator	15.58
11330 - Trail Maintenance Worker	13.39
11360 - Window Cleaner	12.57
12000 - Health Occupations	
12010 - Ambulance Driver	19.47
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	38.16
12030 - EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		22.85
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086	- Maintenance Test Pilot, Rotary Wing		36.53
15088	- Non-Maintenance Test/Co-Pilot		36.53
15090	- Technical Instructor		20.39
15095	- Technical Instructor/Course Developer		25.47
15110	- Test Proctor		16.82
15120	- Tutor		16.82
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		18.51
21040	- Material Expediter		18.51
21050	- Material Handling Laborer		12.69
21071	- Order Filler		13.37
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		23.64
23019	- Aircraft Logs and Records Technician		18.98
23021	- Aircraft Mechanic I		22.49
23022	- Aircraft Mechanic II		23.64
23023	- Aircraft Mechanic III		24.82
23040	- Aircraft Mechanic Helper		16.62
23050	- Aircraft, Painter		21.31
23060	- Aircraft Servicer		18.98
23070	- Aircraft Survival Flight Equipment Technician		21.31
23080	- Aircraft Worker		20.14
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	14.05
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	13.71
01612	- Word Processor II	15.39
01613	- Word Processor III	17.22
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.67
05040	- Automotive Glass Installer	16.70
05070	- Automotive Worker	16.70
05110	- Mobile Equipment Servicer	14.75
05130	- Motor Equipment Metal Mechanic	18.65
05160	- Motor Equipment Metal Worker	16.70
05190	- Motor Vehicle Mechanic	18.65
05220	- Motor Vehicle Mechanic Helper	13.79
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.70
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.70
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.65
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.15
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.56
07130	- Food Service Worker	10.51
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	11.52
11090	- Gardener	15.96
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.85
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.54
12000	- Health Occupations	
12010	- Ambulance Driver	19.81
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	39.52
12030	- EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		28.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086 - Maintenance Test Pilot, Rotary Wing		34.88
15088 - Non-Maintenance Test/Co-Pilot		34.88
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.13
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	18.49
01410	- Supply Technician	22.62
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	21.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.31
07070	- Dishwasher	9.65
07130	- Food Service Worker	10.57
07210	- Meat Cutter	16.87
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.34
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.36
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.24
11060	- Elevator Operator	12.95
11090	- Gardener	15.89
11122	- Housekeeping Aide	13.27
11150	- Janitor	13.27
11210	- Laborer, Grounds Maintenance	12.58
11240	- Maid or Houseman	11.47
11260	- Pruner	11.49
11270	- Tractor Operator	14.79
11330	- Trail Maintenance Worker	12.58
11360	- Window Cleaner	14.48
12000	- Health Occupations	
12010	- Ambulance Driver	19.04
12011	- Breath Alcohol Technician	19.93
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	17.72
12025	- Dental Hygienist	36.69
12030	- EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320	- Service Order Dispatcher	16.54
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.11
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	12.90
01612	- Word Processor II	14.48
01613	- Word Processor III	16.19
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.35
05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.86
07130	- Food Service Worker	9.74
07210	- Meat Cutter	16.67
07260	- Waiter/Waitress	9.91
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.25
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.58
11060	- Elevator Operator	11.36
11090	- Gardener	15.72
11122	- Housekeeping Aide	11.36
11150	- Janitor	11.36
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	10.17
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.36
12000	- Health Occupations	
12010	- Ambulance Driver	18.48
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.27
12025	- Dental Hygienist	36.45
12030	- EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		21.24
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		33.11
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086	- Maintenance Test Pilot, Rotary Wing		36.70
15088	- Non-Maintenance Test/Co-Pilot		36.70
15090	- Technical Instructor		18.54
15095	- Technical Instructor/Course Developer		24.26
15110	- Test Proctor		15.60
15120	- Tutor		15.60
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		20.24
21040	- Material Expediter		20.24
21050	- Material Handling Laborer		13.70
21071	- Order Filler		12.32
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		25.19
23019	- Aircraft Logs and Records Technician		20.80
23021	- Aircraft Mechanic I		23.99
23022	- Aircraft Mechanic II		25.19
23023	- Aircraft Mechanic III		26.46
23040	- Aircraft Mechanic Helper		17.18
23050	- Aircraft, Painter		21.90
23060	- Aircraft Servicer		20.80
23070	- Aircraft Survival Flight Equipment Technician		21.90
23080	- Aircraft Worker		21.49
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.33
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	12.12
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	14.84
01533 - Travel Clerk III	15.96
01611 - Word Processor I	13.64
01612 - Word Processor II	15.31
01613 - Word Processor III	17.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.28
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.59
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.73
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.37
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.37
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	37.49
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086 - Maintenance Test Pilot, Rotary Wing		37.75
15088 - Non-Maintenance Test/Co-Pilot		37.75
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		12.85
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5583
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	22.85
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.72
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.96
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.89
07042	- Cook II	14.63
07070	- Dishwasher	9.64
07130	- Food Service Worker	10.66
07210	- Meat Cutter	16.19
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.24
09040	- Furniture Handler	12.48
09080	- Furniture Refinisher	18.54
09090	- Furniture Refinisher Helper	14.57
09110	- Furniture Repairer, Minor	16.67
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.20
11060	- Elevator Operator	12.18
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.18
11150	- Janitor	12.18
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	15.62
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.32
12000	- Health Occupations	
12010	- Ambulance Driver	20.94
12011	- Breath Alcohol Technician	20.94
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	37.49
12030	- EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086 - Maintenance Test Pilot, Rotary Wing		41.12
15088 - Non-Maintenance Test/Co-Pilot		41.12
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		19.57
15120 - Tutor		19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.95
21040 - Material Expediter		20.95
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		15.70
21130 - Shipping/Receiving Clerk		15.70
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.19
23019 - Aircraft Logs and Records Technician		22.51
23021 - Aircraft Mechanic I		26.77
23022 - Aircraft Mechanic II		28.19
23023 - Aircraft Mechanic III		29.61
23040 - Aircraft Mechanic Helper		19.68
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.51
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		23.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

Click OLE icon to access word processing. Execute to create a new Modification.



Contract:	00075822	00000	Facility:	TBL	Contract Status:	ISSUED	04/26/2017
Modification:	001	Previous Next	Facility Group:	TBL	Modification Status:	ISSUED	05/02/2017
Modified By:	(b) (6)		Company:	TBL	Execution Date:	05/02/2017	Execute
Project:	0001392		Print Status:	<input type="checkbox"/>	Image:		
Title:	ADMINISTRIVE MOD TO CORRECT DATES						
Modification Type:	ADMIN						

Modification Details

Contract Value

Prior:

Modification:

New Value: [USD](#)

NTX:

Pricing Method

Prior: NFO

Modification:

Start Date and End Date

Prior: 05/01/2017 - 04/30/2018

Modification: 05/14/2017 - 05/12/2018

Vendor

Prior: CRGT 00

Modification:

Scope Details

Modification Scope



Scope Updated:

Related Information

- [Resources](#)
- [NAICS WMBE I...](#)
- [Contacts](#)
- [Change Request](#)
- [Milestones](#)
- [Communication...](#)
- [Documents](#)
- [Forecast](#)



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075822
Release : 00000
Page : 1

Vendor:
CRGT INC
4000 LEGATO RD
SUITE 600
FAIRFAX VA 22033

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Fax :

Attn: TOM CARTER

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/19

Bernard P Rivers

Digitally signed by Bernard P Rivers
DN: c=US, o=SALIENT FEDERAL SOLUTIONS INC, ou=SALIENT
FEDERAL SOLUTIONS INC, cn=Bernard P Rivers
0.9.2342.19200300.100.1.1-A01097C00000160B84D0CA0000485E
Date: 2018.05.11 16:04:21 -0400

(b) (6)

Digitally signed by CODY RODRIGUEZ
DN: c=US, o=U.S. Government, ou=Department of Energy,
cn=CODY RODRIGUEZ,
0.9.2342.19200300.100.1.1-89001003075189
Date: 2018.05.11 14:46:06 -0700

Contractor Signature

BPA Contracting Officer

(b) (6)

Printed Name/Title

Date Signed

11 May 2018

Date Signed

Title : EXERCISE OPTION YEAR ONE
Modification: 002
Modified Performance Period: - 05/11/19
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(MAR 2018)(BPI 19.4)**

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(MAR 2018)(BPI 22.5.6(F))**

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.

- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
- (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation

in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.
- 4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:
- Cyber & Physical Security training
 - FERC Standards of Conduct training
 - BPA Travel System training
 - Asset Suite and PeopleSoft user training
 - Records management training
 - Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

- 4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.
- 4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.
- 4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.
- 4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.
- 4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

- 5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.
- 5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. **General**

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075822
Release : 00000
Page : 1

Vendor:
CRGT INC
4000 LEGATO RD
SUITE 600
FAIRFAX VA 22033

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: TOM CARTER

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/20

Unilateral; No Signature Required	(b) (6)
Contractor Signature	BPA Contracting Officer ✓
Printed Name/Title	4/11/2019
Date Signed	Date Signed

Title : EXERCISE OPTION PERIOD 2
Modification: 003
Modified Performance Period: - 05/11/20
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75822		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 4/23/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
CRGT Inc.

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.04.23 13:41:47 -07'00'	15c. Date Signed: 04/23/2020

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
- (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75822		2. Amendment/Modification Number: ... - 005	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

CRGT INC

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) _____ Digitally signed by Cody L. Rodriguez Date: 2020.11.19 18:31:03 -08'00'	15c. Date Signed: 11/19/2020

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075828
Release : 00000
Page : 1

Vendor:

FIRST TEK DOS LLC
1551 S WASHINGTON AVE
SUITE 402A
PISCATAWAY NJ 08854

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn: MARIAM FAISAL

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Performance Period: 05/14/17 - 05/12/18

Payment Terms: % Days Net 15

(b) (6)

(b) (6)

JOSHUA KULAK
2017.05.02
09:30:19 -07'00'

Contractor Signature

MARIAM FAISAL

BPA Contracting Officer

Printed Name/Title

05/02/2017

Date Signed

Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR 32

OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44

UNIT 4 — WAGE DETERMINATIONS 46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

(c) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, BPA will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to BPA and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to BPA for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

(2) Total cost. It is estimated that the total cost to BPA for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to BPA for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to BPA for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, BPA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of BPA against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

(a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.

(b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)**

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)**

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)**

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

The Contractor shall indemnify BPA and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to:
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

**ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

United States law will apply to resolve any claim of breach of this contract.

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

**PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)**

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

**INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)**

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)
(FEB 2016) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:

- (1) BPA Policy 434-1: Cyber Security Program
- (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
- (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
- (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.

- (b) Notifying BPA of Contractor Personnel Changes:

- (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
- (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
- (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.

- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiiong Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312	- Secretary II	14.74
01313	- Secretary III	17.50
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.53
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.95
01612	- Word Processor II	14.54
01613	- Word Processor III	16.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.51
05010	- Automotive Electrician	16.06
05040	- Automotive Glass Installer	15.17
05070	- Automotive Worker	15.17
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	16.97
05160	- Motor Equipment Metal Worker	15.17
05190	- Motor Vehicle Mechanic	16.97
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.30
05280	- Motor Vehicle Wrecker	15.17
05310	- Painter, Automotive	16.06
05340	- Radiator Repair Specialist	15.17
05370	- Tire Repairer	13.27
05400	- Transmission Repair Specialist	16.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.28
07210	- Meat Cutter	14.14
07260	- Waiter/Waitress	8.85
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.96
09040	- Furniture Handler	11.23
09080	- Furniture Refinisher	15.96
09090	- Furniture Refinisher Helper	12.70
09110	- Furniture Repairer, Minor	14.21
09130	- Upholsterer	15.96
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.16
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.16
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	12.65
11240	- Maid or Houseman	9.55
11260	- Pruner	11.32
11270	- Tractor Operator	15.00
11330	- Trail Maintenance Worker	12.65
11360	- Window Cleaner	12.48
12000	- Health Occupations	
12010	- Ambulance Driver	12.57
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320	- Service Order Dispatcher	15.82
01410	- Supply Technician	18.56
01420	- Survey Worker	13.83
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.37
01612	- Word Processor II	13.89
01613	- Word Processor III	15.54
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.91
05010	- Automotive Electrician	16.67
05040	- Automotive Glass Installer	15.52
05070	- Automotive Worker	15.52
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	17.80
05160	- Motor Equipment Metal Worker	15.52
05190	- Motor Vehicle Mechanic	17.80
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.48
05280	- Motor Vehicle Wrecker	15.52
05310	- Painter, Automotive	16.67
05340	- Radiator Repair Specialist	15.52
05370	- Tire Repairer	13.30
05400	- Transmission Repair Specialist	17.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.11
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.75
07210	- Meat Cutter	12.85
07260	- Waiter/Waitress	8.88
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.56
09040	- Furniture Handler	12.35
09080	- Furniture Refinisher	17.56
09090	- Furniture Refinisher Helper	13.97
09110	- Furniture Repairer, Minor	15.63
09130	- Upholsterer	17.56
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.19
11090	- Gardener	14.89
11122	- Housekeeping Aide	11.19
11150	- Janitor	11.19
11210	- Laborer, Grounds Maintenance	11.50
11240	- Maid or Houseman	9.55
11260	- Pruner	10.29
11270	- Tractor Operator	13.70
11330	- Trail Maintenance Worker	11.50
11360	- Window Cleaner	12.52
12000	- Health Occupations	
12010	- Ambulance Driver	12.99
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	16.25
12025	- Dental Hygienist	34.86
12030	- EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.49
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	11.51
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.03
01612	- Word Processor II	14.13
01613	- Word Processor III	15.81
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.33
05370	- Tire Repairer	10.61
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	9.80
07042	- Cook II	11.37
07070	- Dishwasher	8.60
07130	- Food Service Worker	9.41
07210	- Meat Cutter	15.84
07260	- Waiter/Waitress	8.79
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	14.27
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	11.56
11240	- Maid or Houseman	9.16
11260	- Pruner	10.14
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.56
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.49
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	22.96
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	34.95
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.57
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5519
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	17.47
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.66
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.04
01611	- Word Processor I	13.43
01612	- Word Processor II	15.07
01613	- Word Processor III	16.87
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.65
05010	- Automotive Electrician	14.56
05040	- Automotive Glass Installer	14.24
05070	- Automotive Worker	14.07
05110	- Mobile Equipment Servicer	12.21
05130	- Motor Equipment Metal Mechanic	15.83
05160	- Motor Equipment Metal Worker	14.07
05190	- Motor Vehicle Mechanic	15.83
05220	- Motor Vehicle Mechanic Helper	11.50
05250	- Motor Vehicle Upholstery Worker	13.30
05280	- Motor Vehicle Wrecker	14.07
05310	- Painter, Automotive	15.03
05340	- Radiator Repair Specialist	15.27
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	15.83
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	10.78
07042	- Cook II	12.51
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.68
07210	- Meat Cutter	14.58
07260	- Waiter/Waitress	9.47
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.29
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	12.36
11240	- Maid or Houseman	8.90
11260	- Pruner	11.15
11270	- Tractor Operator	14.32
11330	- Trail Maintenance Worker	12.36
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	18.14
12011	- Breath Alcohol Technician	16.39
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	16.43
12025	- Dental Hygienist	36.52
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		14.16
21130 - Shipping/Receiving Clerk		14.16
21140 - Store Worker I		11.55
21150 - Stock Clerk		16.58
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.32
23019 - Aircraft Logs and Records Technician		17.99
23021 - Aircraft Mechanic I		21.23
23022 - Aircraft Mechanic II		22.32
23023 - Aircraft Mechanic III		23.39
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.16
23060 - Aircraft Servicer		17.99
23070 - Aircraft Survival Flight Equipment Technician		20.16
23080 - Aircraft Worker		19.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5527
Director	Wage Determinations		Revision No.: 1
			Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071 - Licensed Practical Nurse I	17.04
12072 - Licensed Practical Nurse II	19.06
12073 - Licensed Practical Nurse III	21.26
12100 - Medical Assistant	15.12
12130 - Medical Laboratory Technician	17.61
12160 - Medical Record Clerk	14.92
12190 - Medical Record Technician	16.70
12195 - Medical Transcriptionist	18.70
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	10.62
12222 - Nursing Assistant II	11.94
12223 - Nursing Assistant III	13.03
12224 - Nursing Assistant IV	14.63
12235 - Optical Dispenser	19.06
12236 - Optical Technician	17.90
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	28.22
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	23.47
12320 - Substance Abuse Treatment Counselor	13.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.42
13012 - Exhibits Specialist II	27.79
13013 - Exhibits Specialist III	33.99
13041 - Illustrator I	22.42
13042 - Illustrator II	27.79
13043 - Illustrator III	33.99
13047 - Librarian	30.76
13050 - Library Aide/Clerk	15.60
13054 - Library Information Technology Systems Administrator	27.77
13058 - Library Technician	19.91
13061 - Media Specialist I	20.04
13062 - Media Specialist II	22.44
13063 - Media Specialist III	25.00
13071 - Photographer I	18.05
13072 - Photographer II	20.20
13073 - Photographer III	25.01
13074 - Photographer IV	30.59
13075 - Photographer V	37.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040	- Sewage Plant Operator	25.62
25070	- Stationary Engineer	30.04
25190	- Ventilation Equipment Tender	21.51
25210	- Water Treatment Plant Operator	25.62
27000	- Protective Service Occupations	
27004	- Alarm Monitor	24.21
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	27.65
27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	31.54
27132	- Police Officer II	35.02
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Worker	11.72
28210	- Gate Attendant/Gate Tender	14.01
28310	- Lifeguard	12.43
28350	- Park Attendant (Aide)	15.66
28510	- Recreation Aide/Health Facility Attendant	11.39
28515	- Recreation Specialist	19.33
28630	- Sports Official	12.47
28690	- Swimming Pool Operator	22.22
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	30.59
29020	- Hatch Tender	30.59
29030	- Line Handler	30.59
29041	- Stevedore I	28.40
29042	- Stevedore II	32.76
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	27.26
30051	- Cryogenic Technician I	24.09
30052	- Cryogenic Technician II	26.61
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	24.57
30095	- Evidence Control Specialist	21.76
30210	- Laboratory Technician	26.29
30221	- Latent Fingerprint Technician I	24.09
30222	- Latent Fingerprint Technician II	26.61
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5529
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		22.42
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.73
15020 - Aircrew Training Devices Instructor (Rated)		34.76
15030 - Air Crew Training Devices Instructor (Pilot)		41.66
15050 - Computer Based Training Specialist / Instructor		28.73
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.66
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086 - Maintenance Test Pilot, Rotary Wing		41.66
15088 - Non-Maintenance Test/Co-Pilot		41.66
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		24.95
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		19.75
21040 - Material Expediter		19.75
21050 - Material Handling Laborer		14.54
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.81
21130 - Shipping/Receiving Clerk		15.81
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		22.69
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		19.74
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.69
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		24.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.84
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.31
01531	- Travel Clerk I	14.71
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.73
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	19.83
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	14.81
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.42
07042	- Cook II	16.56
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.40
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.37
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.20
09040	- Furniture Handler	16.86
09080	- Furniture Refinisher	19.20
09090	- Furniture Refinisher Helper	16.86
09110	- Furniture Repairer, Minor	18.01
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.02
11060	- Elevator Operator	12.02
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.43
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.39
12011	- Breath Alcohol Technician	21.47
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.44
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		29.28
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086 - Maintenance Test Pilot, Rotary Wing		41.67
15088 - Non-Maintenance Test/Co-Pilot		41.67
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		30.26
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.65
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.55
16220 - Tailor		15.44
16250 - Washer, Machine		11.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.20
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.52
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.52
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	21.94
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	20.13
05040	- Automotive Glass Installer	19.04
05070	- Automotive Worker	19.04
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	21.20
05160	- Motor Equipment Metal Worker	19.04
05190	- Motor Vehicle Mechanic	21.20
05220	- Motor Vehicle Mechanic Helper	15.81
05250	- Motor Vehicle Upholstery Worker	17.96
05280	- Motor Vehicle Wrecker	19.04
05310	- Painter, Automotive	20.13
05340	- Radiator Repair Specialist	19.04
05370	- Tire Repairer	13.59
05400	- Transmission Repair Specialist	21.20
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	13.24
07042	- Cook II	14.83
07070	- Dishwasher	10.40
07130	- Food Service Worker	10.83
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.39
09040	- Furniture Handler	13.14
09080	- Furniture Refinisher	17.39
09090	- Furniture Refinisher Helper	14.32
09110	- Furniture Repairer, Minor	15.76
09130	- Upholsterer	17.39
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.34
11060	- Elevator Operator	11.34
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.51
11240	- Maid or Houseman	10.72
11260	- Pruner	11.87
11270	- Tractor Operator	13.88
11330	- Trail Maintenance Worker	12.51
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	19.58
12011	- Breath Alcohol Technician	20.00
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.82
05040	- Automotive Glass Installer	18.24
05070	- Automotive Worker	18.24
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	19.82
05160	- Motor Equipment Metal Worker	18.24
05190	- Motor Vehicle Mechanic	19.94
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.25
05280	- Motor Vehicle Wrecker	18.24
05310	- Painter, Automotive	19.03
05340	- Radiator Repair Specialist	18.24
05370	- Tire Repairer	13.22
05400	- Transmission Repair Specialist	19.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.73
07130	- Food Service Worker	10.41
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.63
11060	- Elevator Operator	11.69
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	13.22
11240	- Maid or Houseman	10.81
11260	- Pruner	12.16
11270	- Tractor Operator	14.83
11330	- Trail Maintenance Worker	13.22
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5545
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	17.59
01410	- Supply Technician	23.72
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	14.47
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.34
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.29
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.48
07042	- Cook II	16.19
07070	- Dishwasher	10.95
07130	- Food Service Worker	11.62
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.59
09040	- Furniture Handler	17.77
09080	- Furniture Refinisher	22.59
09090	- Furniture Refinisher Helper	19.65
09110	- Furniture Repairer, Minor	21.14
09130	- Upholsterer	22.59
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.98
11060	- Elevator Operator	13.18
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.10
12011	- Breath Alcohol Technician	20.83
12012	- Certified Occupational Therapist Assistant	26.94
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.59
12025	- Dental Hygienist	45.64
12030	- EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		30.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.81
15030 - Air Crew Training Devices Instructor (Pilot)		42.69
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		29.69
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086 - Maintenance Test Pilot, Rotary Wing		41.68
15088 - Non-Maintenance Test/Co-Pilot		41.68
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.81
16030 - Counter Attendant		10.81
16040 - Dry Cleaner		12.89
16070 - Finisher, Flatwork, Machine		10.81
16090 - Presser, Hand		10.81
16110 - Presser, Machine, Drycleaning		10.81
16130 - Presser, Machine, Shirts		10.81
16160 - Presser, Machine, Wearing Apparel, Laundry		10.81
16190 - Sewing Machine Operator		13.74
16220 - Tailor		14.56
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.54
19040 - Tool And Die Maker		30.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.47
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		19.94
21130 - Shipping/Receiving Clerk		19.94
21140 - Store Worker I		16.11
21150 - Stock Clerk		20.30
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.36
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.36
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086 - Maintenance Test Pilot, Rotary Wing		34.60
15088 - Non-Maintenance Test/Co-Pilot		34.60
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.89
15120 - Tutor		17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.79
21030 - Material Coordinator		20.37
21040 - Material Expediter		20.37
21050 - Material Handling Laborer		13.74
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.79
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		16.79
21410 - Warehouse Specialist		16.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		22.01
23021 - Aircraft Mechanic I		25.97
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.61
23040 - Aircraft Mechanic Helper		19.36
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		22.01
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.66
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	15.37
07042 - Cook II	17.23
07070 - Dishwasher	10.51
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88
11060 - Elevator Operator	12.88
11090 - Gardener	16.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	10.87
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.43
12011 - Breath Alcohol Technician	18.43
12012 - Certified Occupational Therapist Assistant	25.28
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	27.92
12035 - Electroneurodiagnostic Technologist	27.92
12040 - Emergency Medical Technician	18.43

12071 - Licensed Practical Nurse I	16.47
12072 - Licensed Practical Nurse II	18.43
12073 - Licensed Practical Nurse III	20.54
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.39
12190 - Medical Record Technician	17.22
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	19.06
12236 - Optical Technician	16.47
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	28.95
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	22.82
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040	- Sewage Plant Operator	25.55
25070	- Stationary Engineer	27.31
25190	- Ventilation Equipment Tender	20.58
25210	- Water Treatment Plant Operator	25.55
27000	- Protective Service Occupations	
27004	- Alarm Monitor	22.01
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	25.24
27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	28.67
27132	- Police Officer II	31.84
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Worker	11.72
28210	- Gate Attendant/Gate Tender	15.41
28310	- Lifeguard	13.09
28350	- Park Attendant (Aide)	17.23
28510	- Recreation Aide/Health Facility Attendant	12.49
28515	- Recreation Specialist	21.20
28630	- Sports Official	13.72
28690	- Swimming Pool Operator	22.52
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	27.81
29020	- Hatch Tender	27.81
29030	- Line Handler	27.81
29041	- Stevedore I	25.82
29042	- Stevedore II	29.78
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	24.78
30051	- Cryogenic Technician I	21.24
30052	- Cryogenic Technician II	23.46
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	22.34
30095	- Evidence Control Specialist	19.18
30210	- Laboratory Technician	23.90
30221	- Latent Fingerprint Technician I	21.24
30222	- Latent Fingerprint Technician II	23.46
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.94
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320 - Service Order Dispatcher	17.47
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	13.33
01531 - Travel Clerk I	13.60
01532 - Travel Clerk II	14.80
01533 - Travel Clerk III	15.93
01611 - Word Processor I	13.51
01612 - Word Processor II	15.16
01613 - Word Processor III	16.97
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	18.37
05040 - Automotive Glass Installer	17.37
05070 - Automotive Worker	17.37
05110 - Mobile Equipment Servicer	15.33
05130 - Motor Equipment Metal Mechanic	19.39
05160 - Motor Equipment Metal Worker	17.37
05190 - Motor Vehicle Mechanic	19.39
05220 - Motor Vehicle Mechanic Helper	14.33
05250 - Motor Vehicle Upholstery Worker	16.37
05280 - Motor Vehicle Wrecker	17.37
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	17.37
05370 - Tire Repairer	13.73
05400 - Transmission Repair Specialist	19.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.66
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.93
07130 - Food Service Worker	10.48
07210 - Meat Cutter	16.38
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.82
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.84
11060 - Elevator Operator	11.55
11090 - Gardener	16.67
11122 - Housekeeping Aide	11.55
11150 - Janitor	11.55
11210 - Laborer, Grounds Maintenance	13.39
11240 - Maid or Houseman	10.60
11260 - Pruner	12.52
11270 - Tractor Operator	15.58
11330 - Trail Maintenance Worker	13.39
11360 - Window Cleaner	12.57
12000 - Health Occupations	
12010 - Ambulance Driver	19.47
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	38.16
12030 - EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		22.85
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086	- Maintenance Test Pilot, Rotary Wing		36.53
15088	- Non-Maintenance Test/Co-Pilot		36.53
15090	- Technical Instructor		20.39
15095	- Technical Instructor/Course Developer		25.47
15110	- Test Proctor		16.82
15120	- Tutor		16.82
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		18.51
21040	- Material Expediter		18.51
21050	- Material Handling Laborer		12.69
21071	- Order Filler		13.37
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		23.64
23019	- Aircraft Logs and Records Technician		18.98
23021	- Aircraft Mechanic I		22.49
23022	- Aircraft Mechanic II		23.64
23023	- Aircraft Mechanic III		24.82
23040	- Aircraft Mechanic Helper		16.62
23050	- Aircraft, Painter		21.31
23060	- Aircraft Servicer		18.98
23070	- Aircraft Survival Flight Equipment Technician		21.31
23080	- Aircraft Worker		20.14
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	14.05
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	13.71
01612	- Word Processor II	15.39
01613	- Word Processor III	17.22
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.67
05040	- Automotive Glass Installer	16.70
05070	- Automotive Worker	16.70
05110	- Mobile Equipment Servicer	14.75
05130	- Motor Equipment Metal Mechanic	18.65
05160	- Motor Equipment Metal Worker	16.70
05190	- Motor Vehicle Mechanic	18.65
05220	- Motor Vehicle Mechanic Helper	13.79
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.70
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.70
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.65
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.15
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.56
07130	- Food Service Worker	10.51
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	11.52
11090	- Gardener	15.96
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.85
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.54
12000	- Health Occupations	
12010	- Ambulance Driver	19.81
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	39.52
12030	- EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		28.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086 - Maintenance Test Pilot, Rotary Wing		34.88
15088 - Non-Maintenance Test/Co-Pilot		34.88
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.13
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320 - Service Order Dispatcher	18.49
01410 - Supply Technician	22.62
01420 - Survey Worker	19.88
01460 - Switchboard Operator/Receptionist	14.41
01531 - Travel Clerk I	13.60
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	15.93
01611 - Word Processor I	14.12
01612 - Word Processor II	15.86
01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.95
05010 - Automotive Electrician	19.85
05040 - Automotive Glass Installer	18.97
05070 - Automotive Worker	18.97
05110 - Mobile Equipment Servicer	17.05
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.86
07042 - Cook II	14.31
07070 - Dishwasher	9.65
07130 - Food Service Worker	10.57
07210 - Meat Cutter	16.87
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.96
09080 - Furniture Refinisher	17.34
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.36
09130 - Upholsterer	18.24
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	12.95
11090 - Gardener	15.89
11122 - Housekeeping Aide	13.27
11150 - Janitor	13.27
11210 - Laborer, Grounds Maintenance	12.58
11240 - Maid or Houseman	11.47
11260 - Pruner	11.49
11270 - Tractor Operator	14.79
11330 - Trail Maintenance Worker	12.58
11360 - Window Cleaner	14.48
12000 - Health Occupations	
12010 - Ambulance Driver	19.04
12011 - Breath Alcohol Technician	19.93
12012 - Certified Occupational Therapist Assistant	24.78
12015 - Certified Physical Therapist Assistant	24.18
12020 - Dental Assistant	17.72
12025 - Dental Hygienist	36.69
12030 - EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320 - Service Order Dispatcher	16.54
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	13.11
01531 - Travel Clerk I	13.58
01532 - Travel Clerk II	14.74
01533 - Travel Clerk III	15.86
01611 - Word Processor I	12.90
01612 - Word Processor II	14.48
01613 - Word Processor III	16.19
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.73
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.86
07130 - Food Service Worker	9.74
07210 - Meat Cutter	16.67
07260 - Waiter/Waitress	9.91
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.25
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	11.36
11090 - Gardener	15.72
11122 - Housekeeping Aide	11.36
11150 - Janitor	11.36
11210 - Laborer, Grounds Maintenance	13.06
11240 - Maid or Houseman	10.17
11260 - Pruner	12.52
11270 - Tractor Operator	14.99
11330 - Trail Maintenance Worker	13.06
11360 - Window Cleaner	12.36
12000 - Health Occupations	
12010 - Ambulance Driver	18.48
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	18.27
12025 - Dental Hygienist	36.45
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		33.11
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		13.70
21071 - Order Filler		12.32
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.33
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	12.12
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	14.84
01533 - Travel Clerk III	15.96
01611 - Word Processor I	13.64
01612 - Word Processor II	15.31
01613 - Word Processor III	17.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.28
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.59
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.73
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.37
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.37
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	37.49
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086 - Maintenance Test Pilot, Rotary Wing		37.75
15088 - Non-Maintenance Test/Co-Pilot		37.75
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		12.85
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5583
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320 - Service Order Dispatcher	17.40
01410 - Supply Technician	22.85
01420 - Survey Worker	19.88
01460 - Switchboard Operator/Receptionist	14.41
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	15.96
01611 - Word Processor I	14.12
01612 - Word Processor II	15.86
01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.95
05010 - Automotive Electrician	19.85
05040 - Automotive Glass Installer	18.97
05070 - Automotive Worker	18.97
05110 - Mobile Equipment Servicer	17.05
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.89
07042 - Cook II	14.63
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.19
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.24
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	18.54
09090 - Furniture Refinisher Helper	14.57
09110 - Furniture Repairer, Minor	16.67
09130 - Upholsterer	18.24
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.58
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.16
11240 - Maid or Houseman	11.47
11260 - Pruner	12.06
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.16
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.94
12011 - Breath Alcohol Technician	20.94
12012 - Certified Occupational Therapist Assistant	24.78
12015 - Certified Physical Therapist Assistant	24.18
12020 - Dental Assistant	19.49
12025 - Dental Hygienist	37.49
12030 - EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086 - Maintenance Test Pilot, Rotary Wing		41.12
15088 - Non-Maintenance Test/Co-Pilot		41.12
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		19.57
15120 - Tutor		19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.95
21040 - Material Expediter		20.95
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		15.70
21130 - Shipping/Receiving Clerk		15.70
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.19
23019 - Aircraft Logs and Records Technician		22.51
23021 - Aircraft Mechanic I		26.77
23022 - Aircraft Mechanic II		28.19
23023 - Aircraft Mechanic III		29.61
23040 - Aircraft Mechanic Helper		19.68
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.51
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		23.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

UNITED STATES
GOVERNMENT

MASTER AGREEMENT



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075828
Release : 00000
Page : 1

Vendor:

FIRST TEK DOS LLC
1551 S WASHINGTON AVE
SUITE 402A
PISCATAWAY NJ 08854

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Email: clrodriguez@bpa.gov

Attn: MARIAM FAISAL

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Performance Period: 05/14/17 - 05/11/19

Payment Terms: % Days Net 15

(b) (6)

Contractor Signature

MARIAM FAISAL

Printed Name/Title

05/11/2018

Date Signed

(b) (6)

BPA Contracting Officer

Date Signed

Digitally signed by CODY RODRIGUEZ
DN: c=US, o=U.S. Government, ou=Department of Energy,
cn=CODY RODRIGUEZ,
0.9.2342.19200300.100.1.1=89001003075189
Date: 2018.05.11 14:21:17 -0700

Contract Modifications

Title : EXERCISE OPTION YEAR ONE

Modification: 001

Modified Performance Period: - 05/11/19

Modification Value:

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation

in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. **General**

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075828
Release : 00000
Page : 1

Vendor:
FIRST TEK DOS LLC
1551 S WASHINGTON AVE
SUITE 402A
PISCATAWAY NJ 08854

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: MARIAM FAISAL

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 15
Performance Period: 05/14/17 - 05/11/20

Unilateral; No Signature Required	(b) (6)
Contractor Signature	BPA Contracting Officer
Printed Name/Title	4/11/2019
Date Signed	Date Signed

Title : EXERCISE OPTION PERIOD 2
Modification: 002
Modified Performance Period: - 05/11/20
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services (i) that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
- (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75828		2. Amendment/Modification Number: ... - 003	
3. Effective Date: 4/23/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

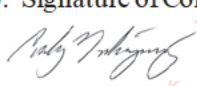
10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
FIRST TEK DOS LLC

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer By:  (Signature of Contracting Officer)	15c. Date Signed: 04/23/2020

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75828		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

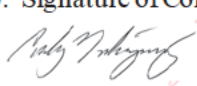
12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
FIRST TEK DOS LLC

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer  By: _____ (Signature of Contracting Officer)	15c. Date Signed: 11/19/2020

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075828
Release : 00000
Page : 1

Vendor:

FIRST TEK DOS LLC
1551 S WASHINGTON AVE
SUITE 402A
PISCATAWAY NJ 08854

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn: MARIAM FAISAL

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Performance Period: 05/14/17 - 05/12/18

Payment Terms: % Days Net 15

(b) (6)

(b) (6)

JOSHUA KULAK
2017.05.02
09:30:19 -07'00'

Contractor Signature

MARIAM FAISAL

BPA Contracting Officer

Printed Name/Title

05/02/2017

Date Signed

Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR 32

OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44

UNIT 4 — WAGE DETERMINATIONS 46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

(c) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, BPA will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to BPA and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to BPA for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

(2) Total cost. It is estimated that the total cost to BPA for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to BPA for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to BPA for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, BPA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of BPA against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

(a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.

(b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)**

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)**

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)**

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

The Contractor shall indemnify BPA and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to-
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

**ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

United States law will apply to resolve any claim of breach of this contract.

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)
(FEB 2016) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) BPA Policy 434-1: Cyber Security Program
 - (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
 - (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
 - (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying BPA of Contractor Personnel Changes:
 - (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
 - (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311	- Secretary I	18.07
01312	- Secretary II	20.18
01313	- Secretary III	25.29
01320	- Service Order Dispatcher	16.98
01410	- Supply Technician	31.41
01420	- Survey Worker	20.03
01460	- Switchboard Operator/Receptionist	14.43
01531	- Travel Clerk I	13.46
01532	- Travel Clerk II	14.46
01533	- Travel Clerk III	15.53
01611	- Word Processor I	15.63
01612	- Word Processor II	17.67
01613	- Word Processor III	19.95
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	27.70
05010	- Automotive Electrician	23.51
05040	- Automotive Glass Installer	22.15
05070	- Automotive Worker	22.15
05110	- Mobile Equipment Servicer	19.04
05130	- Motor Equipment Metal Mechanic	24.78
05160	- Motor Equipment Metal Worker	22.15
05190	- Motor Vehicle Mechanic	24.78
05220	- Motor Vehicle Mechanic Helper	18.49
05250	- Motor Vehicle Upholstery Worker	21.63
05280	- Motor Vehicle Wrecker	22.15
05310	- Painter, Automotive	23.51
05340	- Radiator Repair Specialist	22.15
05370	- Tire Repairer	14.44
05400	- Transmission Repair Specialist	24.78
07000	- Food Preparation And Service Occupations	
07010	- Baker	14.14
07041	- Cook I	13.81
07042	- Cook II	16.06
07070	- Dishwasher	10.11
07130	- Food Service Worker	10.66
07210	- Meat Cutter	19.19
07260	- Waiter/Waitress	9.70
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.86
09040	- Furniture Handler	14.06
09080	- Furniture Refinisher	20.23
09090	- Furniture Refinisher Helper	15.52
09110	- Furniture Repairer, Minor	17.94
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.54
11060	- Elevator Operator	11.59
11090	- Gardener	17.52
11122	- Housekeeping Aide	12.23
11150	- Janitor	12.23
11210	- Laborer, Grounds Maintenance	13.07
11240	- Maid or Houseman	11.40
11260	- Pruner	11.58
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.07
11360	- Window Cleaner	13.80
12000	- Health Occupations	
12010	- Ambulance Driver	21.63
12011	- Breath Alcohol Technician	21.35
12012	- Certified Occupational Therapist Assistant	25.42
12015	- Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312	- Secretary II	14.74
01313	- Secretary III	17.50
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.53
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.95
01612	- Word Processor II	14.54
01613	- Word Processor III	16.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.51
05010	- Automotive Electrician	16.06
05040	- Automotive Glass Installer	15.17
05070	- Automotive Worker	15.17
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	16.97
05160	- Motor Equipment Metal Worker	15.17
05190	- Motor Vehicle Mechanic	16.97
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.30
05280	- Motor Vehicle Wrecker	15.17
05310	- Painter, Automotive	16.06
05340	- Radiator Repair Specialist	15.17
05370	- Tire Repairer	13.27
05400	- Transmission Repair Specialist	16.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.28
07210	- Meat Cutter	14.14
07260	- Waiter/Waitress	8.85
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.96
09040	- Furniture Handler	11.23
09080	- Furniture Refinisher	15.96
09090	- Furniture Refinisher Helper	12.70
09110	- Furniture Repairer, Minor	14.21
09130	- Upholsterer	15.96
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.16
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.16
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	12.65
11240	- Maid or Houseman	9.55
11260	- Pruner	11.32
11270	- Tractor Operator	15.00
11330	- Trail Maintenance Worker	12.65
11360	- Window Cleaner	12.48
12000	- Health Occupations	
12010	- Ambulance Driver	12.57
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320	- Service Order Dispatcher	15.82
01410	- Supply Technician	18.56
01420	- Survey Worker	13.83
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.37
01612	- Word Processor II	13.89
01613	- Word Processor III	15.54
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.91
05010	- Automotive Electrician	16.67
05040	- Automotive Glass Installer	15.52
05070	- Automotive Worker	15.52
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	17.80
05160	- Motor Equipment Metal Worker	15.52
05190	- Motor Vehicle Mechanic	17.80
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.48
05280	- Motor Vehicle Wrecker	15.52
05310	- Painter, Automotive	16.67
05340	- Radiator Repair Specialist	15.52
05370	- Tire Repairer	13.30
05400	- Transmission Repair Specialist	17.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.11
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.75
07210	- Meat Cutter	12.85
07260	- Waiter/Waitress	8.88
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.56
09040	- Furniture Handler	12.35
09080	- Furniture Refinisher	17.56
09090	- Furniture Refinisher Helper	13.97
09110	- Furniture Repairer, Minor	15.63
09130	- Upholsterer	17.56
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.19
11090	- Gardener	14.89
11122	- Housekeeping Aide	11.19
11150	- Janitor	11.19
11210	- Laborer, Grounds Maintenance	11.50
11240	- Maid or Houseman	9.55
11260	- Pruner	10.29
11270	- Tractor Operator	13.70
11330	- Trail Maintenance Worker	11.50
11360	- Window Cleaner	12.52
12000	- Health Occupations	
12010	- Ambulance Driver	12.99
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	16.25
12025	- Dental Hygienist	34.86
12030	- EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.49
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	11.51
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.03
01612	- Word Processor II	14.13
01613	- Word Processor III	15.81
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.33
05370	- Tire Repairer	10.61
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	9.80
07042	- Cook II	11.37
07070	- Dishwasher	8.60
07130	- Food Service Worker	9.41
07210	- Meat Cutter	15.84
07260	- Waiter/Waitress	8.79
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	14.27
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	11.56
11240	- Maid or Houseman	9.16
11260	- Pruner	10.14
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.56
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.49
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	22.96
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	34.95
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.57
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5519
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	17.47
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.66
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.04
01611	- Word Processor I	13.43
01612	- Word Processor II	15.07
01613	- Word Processor III	16.87
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.65
05010	- Automotive Electrician	14.56
05040	- Automotive Glass Installer	14.24
05070	- Automotive Worker	14.07
05110	- Mobile Equipment Servicer	12.21
05130	- Motor Equipment Metal Mechanic	15.83
05160	- Motor Equipment Metal Worker	14.07
05190	- Motor Vehicle Mechanic	15.83
05220	- Motor Vehicle Mechanic Helper	11.50
05250	- Motor Vehicle Upholstery Worker	13.30
05280	- Motor Vehicle Wrecker	14.07
05310	- Painter, Automotive	15.03
05340	- Radiator Repair Specialist	15.27
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	15.83
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	10.78
07042	- Cook II	12.51
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.68
07210	- Meat Cutter	14.58
07260	- Waiter/Waitress	9.47
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.29
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	12.36
11240	- Maid or Houseman	8.90
11260	- Pruner	11.15
11270	- Tractor Operator	14.32
11330	- Trail Maintenance Worker	12.36
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	18.14
12011	- Breath Alcohol Technician	16.39
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	16.43
12025	- Dental Hygienist	36.52
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		14.16
21130 - Shipping/Receiving Clerk		14.16
21140 - Store Worker I		11.55
21150 - Stock Clerk		16.58
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.32
23019 - Aircraft Logs and Records Technician		17.99
23021 - Aircraft Mechanic I		21.23
23022 - Aircraft Mechanic II		22.32
23023 - Aircraft Mechanic III		23.39
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.16
23060 - Aircraft Servicer		17.99
23070 - Aircraft Survival Flight Equipment Technician		20.16
23080 - Aircraft Worker		19.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5527
Director	Wage Determinations		Revision No.: 1
			Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071	- Licensed Practical Nurse I	17.04
12072	- Licensed Practical Nurse II	19.06
12073	- Licensed Practical Nurse III	21.26
12100	- Medical Assistant	15.12
12130	- Medical Laboratory Technician	17.61
12160	- Medical Record Clerk	14.92
12190	- Medical Record Technician	16.70
12195	- Medical Transcriptionist	18.70
12210	- Nuclear Medicine Technologist	40.24
12221	- Nursing Assistant I	10.62
12222	- Nursing Assistant II	11.94
12223	- Nursing Assistant III	13.03
12224	- Nursing Assistant IV	14.63
12235	- Optical Dispenser	19.06
12236	- Optical Technician	17.90
12250	- Pharmacy Technician	17.24
12280	- Phlebotomist	14.63
12305	- Radiologic Technologist	28.22
12311	- Registered Nurse I	29.51
12312	- Registered Nurse II	36.10
12313	- Registered Nurse II, Specialist	36.10
12314	- Registered Nurse III	43.68
12315	- Registered Nurse III, Anesthetist	43.68
12316	- Registered Nurse IV	52.36
12317	- Scheduler (Drug and Alcohol Testing)	23.47
12320	- Substance Abuse Treatment Counselor	13.55
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	22.42
13012	- Exhibits Specialist II	27.79
13013	- Exhibits Specialist III	33.99
13041	- Illustrator I	22.42
13042	- Illustrator II	27.79
13043	- Illustrator III	33.99
13047	- Librarian	30.76
13050	- Library Aide/Clerk	15.60
13054	- Library Information Technology Systems Administrator	27.77
13058	- Library Technician	19.91
13061	- Media Specialist I	20.04
13062	- Media Specialist II	22.44
13063	- Media Specialist III	25.00
13071	- Photographer I	18.05
13072	- Photographer II	20.20
13073	- Photographer III	25.01
13074	- Photographer IV	30.59
13075	- Photographer V	37.02
13090	- Technical Order Library Clerk	15.49
13110	- Video Teleconference Technician	17.69
14000	- Information Technology Occupations	
14041	- Computer Operator I	19.45
14042	- Computer Operator II	21.76
14043	- Computer Operator III	24.28
14044	- Computer Operator IV	26.98
14045	- Computer Operator V	29.87
14071	- Computer Programmer I	(see 1) 22.85
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040	- Sewage Plant Operator	25.62
25070	- Stationary Engineer	30.04
25190	- Ventilation Equipment Tender	21.51
25210	- Water Treatment Plant Operator	25.62
27000	- Protective Service Occupations	
27004	- Alarm Monitor	24.21
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	27.65
27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	31.54
27132	- Police Officer II	35.02
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Worker	11.72
28210	- Gate Attendant/Gate Tender	14.01
28310	- Lifeguard	12.43
28350	- Park Attendant (Aide)	15.66
28510	- Recreation Aide/Health Facility Attendant	11.39
28515	- Recreation Specialist	19.33
28630	- Sports Official	12.47
28690	- Swimming Pool Operator	22.22
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	30.59
29020	- Hatch Tender	30.59
29030	- Line Handler	30.59
29041	- Stevedore I	28.40
29042	- Stevedore II	32.76
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	27.26
30051	- Cryogenic Technician I	24.09
30052	- Cryogenic Technician II	26.61
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	24.57
30095	- Evidence Control Specialist	21.76
30210	- Laboratory Technician	26.29
30221	- Latent Fingerprint Technician I	24.09
30222	- Latent Fingerprint Technician II	26.61
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5529
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		16.61
14160	- Personal Computer Support Technician		23.01
14170	- System Support Specialist		22.42
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		28.73
15020	- Aircrew Training Devices Instructor (Rated)		34.76
15030	- Air Crew Training Devices Instructor (Pilot)		41.66
15050	- Computer Based Training Specialist / Instructor		28.73
15060	- Educational Technologist		31.63
15070	- Flight Instructor (Pilot)		41.66
15080	- Graphic Artist		22.85
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086	- Maintenance Test Pilot, Rotary Wing		41.66
15088	- Non-Maintenance Test/Co-Pilot		41.66
15090	- Technical Instructor		20.39
15095	- Technical Instructor/Course Developer		24.95
15110	- Test Proctor		17.79
15120	- Tutor		17.79
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.86
16030	- Counter Attendant		10.86
16040	- Dry Cleaner		13.64
16070	- Finisher, Flatwork, Machine		10.86
16090	- Presser, Hand		10.86
16110	- Presser, Machine, Drycleaning		10.86
16130	- Presser, Machine, Shirts		10.86
16160	- Presser, Machine, Wearing Apparel, Laundry		10.86
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.77
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		21.40
19040	- Tool And Die Maker		26.82
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.38
21030	- Material Coordinator		19.75
21040	- Material Expediter		19.75
21050	- Material Handling Laborer		14.54
21071	- Order Filler		13.60
21080	- Production Line Worker (Food Processing)		16.38
21110	- Shipping Packer		15.81
21130	- Shipping/Receiving Clerk		15.81
21140	- Store Worker I		13.72
21150	- Stock Clerk		18.05
21210	- Tools And Parts Attendant		16.38
21410	- Warehouse Specialist		16.38
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		28.39
23019	- Aircraft Logs and Records Technician		22.69
23021	- Aircraft Mechanic I		26.93
23022	- Aircraft Mechanic II		28.39
23023	- Aircraft Mechanic III		29.84
23040	- Aircraft Mechanic Helper		19.74
23050	- Aircraft, Painter		24.87
23060	- Aircraft Servicer		22.69
23070	- Aircraft Survival Flight Equipment Technician		24.87
23080	- Aircraft Worker		24.10
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320 - Service Order Dispatcher	18.84
01410 - Supply Technician	25.71
01420 - Survey Worker	19.01
01460 - Switchboard Operator/Receptionist	15.31
01531 - Travel Clerk I	14.71
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	17.01
01612 - Word Processor II	19.09
01613 - Word Processor III	21.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.73
05010 - Automotive Electrician	22.06
05040 - Automotive Glass Installer	19.83
05070 - Automotive Worker	21.36
05110 - Mobile Equipment Servicer	19.93
05130 - Motor Equipment Metal Mechanic	22.82
05160 - Motor Equipment Metal Worker	21.36
05190 - Motor Vehicle Mechanic	22.78
05220 - Motor Vehicle Mechanic Helper	19.20
05250 - Motor Vehicle Upholstery Worker	20.65
05280 - Motor Vehicle Wrecker	21.36
05310 - Painter, Automotive	22.06
05340 - Radiator Repair Specialist	21.36
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.16
07041 - Cook I	14.42
07042 - Cook II	16.56
07070 - Dishwasher	10.65
07130 - Food Service Worker	11.40
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	13.37
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.20
09040 - Furniture Handler	16.86
09080 - Furniture Refinisher	19.20
09090 - Furniture Refinisher Helper	16.86
09110 - Furniture Repairer, Minor	18.01
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.02
11060 - Elevator Operator	12.02
11090 - Gardener	18.28
11122 - Housekeeping Aide	15.32
11150 - Janitor	15.32
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	11.48
11260 - Pruner	13.84
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	23.39
12011 - Breath Alcohol Technician	21.47
12012 - Certified Occupational Therapist Assistant	27.14
12015 - Certified Physical Therapist Assistant	25.43
12020 - Dental Assistant	20.44
12025 - Dental Hygienist	45.08
12030 - EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		18.22
14160	- Personal Computer Support Technician		25.25
14170	- System Support Specialist		29.28
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		34.20
15020	- Aircrew Training Devices Instructor (Rated)		41.38
15030	- Air Crew Training Devices Instructor (Pilot)		49.60
15050	- Computer Based Training Specialist / Instructor		34.20
15060	- Educational Technologist		30.07
15070	- Flight Instructor (Pilot)		49.60
15080	- Graphic Artist		25.73
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086	- Maintenance Test Pilot, Rotary Wing		41.67
15088	- Non-Maintenance Test/Co-Pilot		41.67
15090	- Technical Instructor		26.41
15095	- Technical Instructor/Course Developer		30.26
15110	- Test Proctor		21.33
15120	- Tutor		21.33
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.86
16030	- Counter Attendant		10.86
16040	- Dry Cleaner		13.65
16070	- Finisher, Flatwork, Machine		10.86
16090	- Presser, Hand		10.86
16110	- Presser, Machine, Drycleaning		10.86
16130	- Presser, Machine, Shirts		10.86
16160	- Presser, Machine, Wearing Apparel, Laundry		10.86
16190	- Sewing Machine Operator		14.55
16220	- Tailor		15.44
16250	- Washer, Machine		11.89
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		25.86
19040	- Tool And Die Maker		29.25
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		19.87
21030	- Material Coordinator		21.10
21040	- Material Expediter		21.10
21050	- Material Handling Laborer		15.41
21071	- Order Filler		14.20
21080	- Production Line Worker (Food Processing)		19.87
21110	- Shipping Packer		18.13
21130	- Shipping/Receiving Clerk		18.13
21140	- Store Worker I		16.69
21150	- Stock Clerk		21.08
21210	- Tools And Parts Attendant		19.87
21410	- Warehouse Specialist		19.87
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		29.37
23019	- Aircraft Logs and Records Technician		24.97
23021	- Aircraft Mechanic I		28.50
23022	- Aircraft Mechanic II		29.37
23023	- Aircraft Mechanic III		30.25
23040	- Aircraft Mechanic Helper		22.11
23050	- Aircraft, Painter		27.52
23060	- Aircraft Servicer		24.97
23070	- Aircraft Survival Flight Equipment Technician		27.52
23080	- Aircraft Worker		26.38
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	21.94
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	20.13
05040	- Automotive Glass Installer	19.04
05070	- Automotive Worker	19.04
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	21.20
05160	- Motor Equipment Metal Worker	19.04
05190	- Motor Vehicle Mechanic	21.20
05220	- Motor Vehicle Mechanic Helper	15.81
05250	- Motor Vehicle Upholstery Worker	17.96
05280	- Motor Vehicle Wrecker	19.04
05310	- Painter, Automotive	20.13
05340	- Radiator Repair Specialist	19.04
05370	- Tire Repairer	13.59
05400	- Transmission Repair Specialist	21.20
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	13.24
07042	- Cook II	14.83
07070	- Dishwasher	10.40
07130	- Food Service Worker	10.83
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.39
09040	- Furniture Handler	13.14
09080	- Furniture Refinisher	17.39
09090	- Furniture Refinisher Helper	14.32
09110	- Furniture Repairer, Minor	15.76
09130	- Upholsterer	17.39
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.34
11060	- Elevator Operator	11.34
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.51
11240	- Maid or Houseman	10.72
11260	- Pruner	11.87
11270	- Tractor Operator	13.88
11330	- Trail Maintenance Worker	12.51
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	19.58
12011	- Breath Alcohol Technician	20.00
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320 - Service Order Dispatcher	17.27
01410 - Supply Technician	23.25
01420 - Survey Worker	12.86
01460 - Switchboard Operator/Receptionist	13.04
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	13.80
01533 - Travel Clerk III	14.77
01611 - Word Processor I	13.69
01612 - Word Processor II	15.37
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.28
05010 - Automotive Electrician	19.82
05040 - Automotive Glass Installer	18.24
05070 - Automotive Worker	18.24
05110 - Mobile Equipment Servicer	17.25
05130 - Motor Equipment Metal Mechanic	19.82
05160 - Motor Equipment Metal Worker	18.24
05190 - Motor Vehicle Mechanic	19.94
05220 - Motor Vehicle Mechanic Helper	15.68
05250 - Motor Vehicle Upholstery Worker	17.25
05280 - Motor Vehicle Wrecker	18.24
05310 - Painter, Automotive	19.03
05340 - Radiator Repair Specialist	18.24
05370 - Tire Repairer	13.22
05400 - Transmission Repair Specialist	19.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	12.04
07042 - Cook II	13.48
07070 - Dishwasher	10.73
07130 - Food Service Worker	10.41
07210 - Meat Cutter	18.06
07260 - Waiter/Waitress	12.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.13
09040 - Furniture Handler	14.45
09080 - Furniture Refinisher	19.13
09090 - Furniture Refinisher Helper	15.75
09110 - Furniture Repairer, Minor	17.34
09130 - Upholsterer	19.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.63
11060 - Elevator Operator	11.69
11090 - Gardener	14.71
11122 - Housekeeping Aide	11.89
11150 - Janitor	13.48
11210 - Laborer, Grounds Maintenance	13.22
11240 - Maid or Houseman	10.81
11260 - Pruner	12.16
11270 - Tractor Operator	14.83
11330 - Trail Maintenance Worker	13.22
11360 - Window Cleaner	14.11
12000 - Health Occupations	
12010 - Ambulance Driver	17.80
12011 - Breath Alcohol Technician	19.82
12012 - Certified Occupational Therapist Assistant	24.01
12015 - Certified Physical Therapist Assistant	23.42
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	39.95
12030 - EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5545
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	17.59
01410	- Supply Technician	23.72
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	14.47
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.34
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.29
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.48
07042	- Cook II	16.19
07070	- Dishwasher	10.95
07130	- Food Service Worker	11.62
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.59
09040	- Furniture Handler	17.77
09080	- Furniture Refinisher	22.59
09090	- Furniture Refinisher Helper	19.65
09110	- Furniture Repairer, Minor	21.14
09130	- Upholsterer	22.59
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.98
11060	- Elevator Operator	13.18
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.10
12011	- Breath Alcohol Technician	20.83
12012	- Certified Occupational Therapist Assistant	26.94
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.59
12025	- Dental Hygienist	45.64
12030	- EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		30.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.81
15030 - Air Crew Training Devices Instructor (Pilot)		42.69
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		29.69
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086 - Maintenance Test Pilot, Rotary Wing		41.68
15088 - Non-Maintenance Test/Co-Pilot		41.68
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.81
16030 - Counter Attendant		10.81
16040 - Dry Cleaner		12.89
16070 - Finisher, Flatwork, Machine		10.81
16090 - Presser, Hand		10.81
16110 - Presser, Machine, Drycleaning		10.81
16130 - Presser, Machine, Shirts		10.81
16160 - Presser, Machine, Wearing Apparel, Laundry		10.81
16190 - Sewing Machine Operator		13.74
16220 - Tailor		14.56
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.54
19040 - Tool And Die Maker		30.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.47
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		19.94
21130 - Shipping/Receiving Clerk		19.94
21140 - Store Worker I		16.11
21150 - Stock Clerk		20.30
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.36
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.36
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086 - Maintenance Test Pilot, Rotary Wing		34.60
15088 - Non-Maintenance Test/Co-Pilot		34.60
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.89
15120 - Tutor		17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.79
21030 - Material Coordinator		20.37
21040 - Material Expediter		20.37
21050 - Material Handling Laborer		13.74
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.79
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		16.79
21410 - Warehouse Specialist		16.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		22.01
23021 - Aircraft Mechanic I		25.97
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.61
23040 - Aircraft Mechanic Helper		19.36
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		22.01
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.66
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	15.37
07042 - Cook II	17.23
07070 - Dishwasher	10.51
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88
11060 - Elevator Operator	12.88
11090 - Gardener	16.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	10.87
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.43
12011 - Breath Alcohol Technician	18.43
12012 - Certified Occupational Therapist Assistant	25.28
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	27.92
12035 - Electroneurodiagnostic Technologist	27.92
12040 - Emergency Medical Technician	18.43

12071 - Licensed Practical Nurse I	16.47
12072 - Licensed Practical Nurse II	18.43
12073 - Licensed Practical Nurse III	20.54
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.39
12190 - Medical Record Technician	17.22
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	19.06
12236 - Optical Technician	16.47
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	28.95
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	22.82
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040	- Sewage Plant Operator	25.55
25070	- Stationary Engineer	27.31
25190	- Ventilation Equipment Tender	20.58
25210	- Water Treatment Plant Operator	25.55
27000	- Protective Service Occupations	
27004	- Alarm Monitor	22.01
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	25.24
27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	28.67
27132	- Police Officer II	31.84
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Worker	11.72
28210	- Gate Attendant/Gate Tender	15.41
28310	- Lifeguard	13.09
28350	- Park Attendant (Aide)	17.23
28510	- Recreation Aide/Health Facility Attendant	12.49
28515	- Recreation Specialist	21.20
28630	- Sports Official	13.72
28690	- Swimming Pool Operator	22.52
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	27.81
29020	- Hatch Tender	27.81
29030	- Line Handler	27.81
29041	- Stevedore I	25.82
29042	- Stevedore II	29.78
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	24.78
30051	- Cryogenic Technician I	21.24
30052	- Cryogenic Technician II	23.46
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	22.34
30095	- Evidence Control Specialist	19.18
30210	- Laboratory Technician	23.90
30221	- Latent Fingerprint Technician I	21.24
30222	- Latent Fingerprint Technician II	23.46
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.94
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320	- Service Order Dispatcher	17.47
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.33
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	14.80
01533	- Travel Clerk III	15.93
01611	- Word Processor I	13.51
01612	- Word Processor II	15.16
01613	- Word Processor III	16.97
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	18.37
05040	- Automotive Glass Installer	17.37
05070	- Automotive Worker	17.37
05110	- Mobile Equipment Servicer	15.33
05130	- Motor Equipment Metal Mechanic	19.39
05160	- Motor Equipment Metal Worker	17.37
05190	- Motor Vehicle Mechanic	19.39
05220	- Motor Vehicle Mechanic Helper	14.33
05250	- Motor Vehicle Upholstery Worker	16.37
05280	- Motor Vehicle Wrecker	17.37
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	17.37
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	19.39
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.66
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.93
07130	- Food Service Worker	10.48
07210	- Meat Cutter	16.38
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.82
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.84
11060	- Elevator Operator	11.55
11090	- Gardener	16.67
11122	- Housekeeping Aide	11.55
11150	- Janitor	11.55
11210	- Laborer, Grounds Maintenance	13.39
11240	- Maid or Houseman	10.60
11260	- Pruner	12.52
11270	- Tractor Operator	15.58
11330	- Trail Maintenance Worker	13.39
11360	- Window Cleaner	12.57
12000	- Health Occupations	
12010	- Ambulance Driver	19.47
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	19.27
12025	- Dental Hygienist	38.16
12030	- EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		22.85
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086	- Maintenance Test Pilot, Rotary Wing		36.53
15088	- Non-Maintenance Test/Co-Pilot		36.53
15090	- Technical Instructor		20.39
15095	- Technical Instructor/Course Developer		25.47
15110	- Test Proctor		16.82
15120	- Tutor		16.82
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		18.51
21040	- Material Expediter		18.51
21050	- Material Handling Laborer		12.69
21071	- Order Filler		13.37
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		23.64
23019	- Aircraft Logs and Records Technician		18.98
23021	- Aircraft Mechanic I		22.49
23022	- Aircraft Mechanic II		23.64
23023	- Aircraft Mechanic III		24.82
23040	- Aircraft Mechanic Helper		16.62
23050	- Aircraft, Painter		21.31
23060	- Aircraft Servicer		18.98
23070	- Aircraft Survival Flight Equipment Technician		21.31
23080	- Aircraft Worker		20.14
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	14.05
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	13.71
01612	- Word Processor II	15.39
01613	- Word Processor III	17.22
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.67
05040	- Automotive Glass Installer	16.70
05070	- Automotive Worker	16.70
05110	- Mobile Equipment Servicer	14.75
05130	- Motor Equipment Metal Mechanic	18.65
05160	- Motor Equipment Metal Worker	16.70
05190	- Motor Vehicle Mechanic	18.65
05220	- Motor Vehicle Mechanic Helper	13.79
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.70
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.70
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.65
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.15
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.56
07130	- Food Service Worker	10.51
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	11.52
11090	- Gardener	15.96
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.85
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.54
12000	- Health Occupations	
12010	- Ambulance Driver	19.81
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	39.52
12030	- EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		28.57
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086	- Maintenance Test Pilot, Rotary Wing		34.88
15088	- Non-Maintenance Test/Co-Pilot		34.88
15090	- Technical Instructor		18.54
15095	- Technical Instructor/Course Developer		24.26
15110	- Test Proctor		15.60
15120	- Tutor		15.60
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		20.24
21040	- Material Expediter		20.24
21050	- Material Handling Laborer		12.69
21071	- Order Filler		13.13
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		25.19
23019	- Aircraft Logs and Records Technician		20.80
23021	- Aircraft Mechanic I		23.99
23022	- Aircraft Mechanic II		25.19
23023	- Aircraft Mechanic III		26.46
23040	- Aircraft Mechanic Helper		17.18
23050	- Aircraft, Painter		21.90
23060	- Aircraft Servicer		20.80
23070	- Aircraft Survival Flight Equipment Technician		21.90
23080	- Aircraft Worker		21.49
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320 - Service Order Dispatcher	18.49
01410 - Supply Technician	22.62
01420 - Survey Worker	19.88
01460 - Switchboard Operator/Receptionist	14.41
01531 - Travel Clerk I	13.60
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	15.93
01611 - Word Processor I	14.12
01612 - Word Processor II	15.86
01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.95
05010 - Automotive Electrician	19.85
05040 - Automotive Glass Installer	18.97
05070 - Automotive Worker	18.97
05110 - Mobile Equipment Servicer	17.05
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.86
07042 - Cook II	14.31
07070 - Dishwasher	9.65
07130 - Food Service Worker	10.57
07210 - Meat Cutter	16.87
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.96
09080 - Furniture Refinisher	17.34
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.36
09130 - Upholsterer	18.24
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	12.95
11090 - Gardener	15.89
11122 - Housekeeping Aide	13.27
11150 - Janitor	13.27
11210 - Laborer, Grounds Maintenance	12.58
11240 - Maid or Houseman	11.47
11260 - Pruner	11.49
11270 - Tractor Operator	14.79
11330 - Trail Maintenance Worker	12.58
11360 - Window Cleaner	14.48
12000 - Health Occupations	
12010 - Ambulance Driver	19.04
12011 - Breath Alcohol Technician	19.93
12012 - Certified Occupational Therapist Assistant	24.78
12015 - Certified Physical Therapist Assistant	24.18
12020 - Dental Assistant	17.72
12025 - Dental Hygienist	36.69
12030 - EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320	- Service Order Dispatcher	16.54
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.11
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	12.90
01612	- Word Processor II	14.48
01613	- Word Processor III	16.19
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.35
05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.86
07130	- Food Service Worker	9.74
07210	- Meat Cutter	16.67
07260	- Waiter/Waitress	9.91
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.25
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.58
11060	- Elevator Operator	11.36
11090	- Gardener	15.72
11122	- Housekeeping Aide	11.36
11150	- Janitor	11.36
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	10.17
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.36
12000	- Health Occupations	
12010	- Ambulance Driver	18.48
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.27
12025	- Dental Hygienist	36.45
12030	- EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		33.11
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		13.70
21071 - Order Filler		12.32
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.33
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	12.12
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	14.84
01533 - Travel Clerk III	15.96
01611 - Word Processor I	13.64
01612 - Word Processor II	15.31
01613 - Word Processor III	17.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.28
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.59
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.73
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.37
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.37
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	37.49
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		31.98
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086	- Maintenance Test Pilot, Rotary Wing		37.75
15088	- Non-Maintenance Test/Co-Pilot		37.75
15090	- Technical Instructor		20.39
15095	- Technical Instructor/Course Developer		26.69
15110	- Test Proctor		17.16
15120	- Tutor		17.16
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.09
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.19
16220	- Tailor		15.31
16250	- Washer, Machine		11.60
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		15.47
21030	- Material Coordinator		20.24
21040	- Material Expediter		20.24
21050	- Material Handling Laborer		12.69
21071	- Order Filler		12.85
21080	- Production Line Worker (Food Processing)		15.47
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.19
21150	- Stock Clerk		17.22
21210	- Tools And Parts Attendant		15.47
21410	- Warehouse Specialist		15.47
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		25.19
23019	- Aircraft Logs and Records Technician		20.80
23021	- Aircraft Mechanic I		23.99
23022	- Aircraft Mechanic II		25.19
23023	- Aircraft Mechanic III		26.46
23040	- Aircraft Mechanic Helper		17.18
23050	- Aircraft, Painter		21.90
23060	- Aircraft Servicer		20.80
23070	- Aircraft Survival Flight Equipment Technician		21.90
23080	- Aircraft Worker		21.49
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.32
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5583
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320 - Service Order Dispatcher	17.40
01410 - Supply Technician	22.85
01420 - Survey Worker	19.88
01460 - Switchboard Operator/Receptionist	14.41
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	15.96
01611 - Word Processor I	14.12
01612 - Word Processor II	15.86
01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.95
05010 - Automotive Electrician	19.85
05040 - Automotive Glass Installer	18.97
05070 - Automotive Worker	18.97
05110 - Mobile Equipment Servicer	17.05
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.89
07042 - Cook II	14.63
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.19
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.24
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	18.54
09090 - Furniture Refinisher Helper	14.57
09110 - Furniture Repairer, Minor	16.67
09130 - Upholsterer	18.24
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.58
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.16
11240 - Maid or Houseman	11.47
11260 - Pruner	12.06
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.16
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.94
12011 - Breath Alcohol Technician	20.94
12012 - Certified Occupational Therapist Assistant	24.78
12015 - Certified Physical Therapist Assistant	24.18
12020 - Dental Assistant	19.49
12025 - Dental Hygienist	37.49
12030 - EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086 - Maintenance Test Pilot, Rotary Wing		41.12
15088 - Non-Maintenance Test/Co-Pilot		41.12
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		19.57
15120 - Tutor		19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.95
21040 - Material Expediter		20.95
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		15.70
21130 - Shipping/Receiving Clerk		15.70
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.19
23019 - Aircraft Logs and Records Technician		22.51
23021 - Aircraft Mechanic I		26.77
23022 - Aircraft Mechanic II		28.19
23023 - Aircraft Mechanic III		29.61
23040 - Aircraft Mechanic Helper		19.68
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.51
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		23.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

UNITED STATES
GOVERNMENT

MASTER AGREEMENT



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075828
Release : 00000
Page : 1

Vendor:

FIRST TEK DOS LLC
1551 S WASHINGTON AVE
SUITE 402A
PISCATAWAY NJ 08854

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Email: clrodriguez@bpa.gov

Attn: MARIAM FAISAL

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Performance Period: 05/14/17 - 05/11/19

Payment Terms: %

Days Net 15

(b) (6)

Contractor Signature

MARIAM FAISAL

Printed Name/Title

05/11/2018

Date Signed

(b) (6)

BPA Contracting Officer

Date Signed

Digitally signed by CODY RODRIGUEZ
DN: c=US, o=U.S. Government, ou=Department of Energy,
cn=CODY RODRIGUEZ,
0.9.2342.19200300.100.1.1=89001003075189
Date: 2018.05.11 14:21:17 -0700

Contract Modifications

Title : EXERCISE OPTION YEAR ONE

Modification: 001

Modified Performance Period: - 05/11/19

Modification Value:

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(MAR 2018)(BPI 19.4)**

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(MAR 2018)(BPI 22.5.6(F))**

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.

- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
- (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation

in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075828
Release : 00000
Page : 1

Vendor:
FIRST TEK DOS LLC
1551 S WASHINGTON AVE
SUITE 402A
PISCATAWAY NJ 08854

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: MARIAM FAISAL

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 15
Performance Period: 05/14/17 - 05/11/20

Unilateral; No Signature Required	(b) (6)
Contractor Signature	BPA Contracting Officer
Printed Name/Title	4/11/2019
Date Signed	Date Signed

Title : EXERCISE OPTION PERIOD 2
Modification: 002
Modified Performance Period: - 05/11/20
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

**ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))**

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

**INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))**

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))**

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75828		2. Amendment/Modification Number: ... - 003	
3. Effective Date: 4/23/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
FIRST TEK DOS LLC

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) <small>Digitally signed by Cody L. Rodriguez Date: 2020.04.23 14:52:29 -07'00'</small>	15c. Date Signed: 04/23/2020

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

**ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))**

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

**INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))**

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))**

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
- (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75828		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
FIRST TEK DOS LLC

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) <small>Digitally signed by Cody L. Rodriguez Date: 2020.11.19 18:31:03 -08'00'</small>	15c. Date Signed: 11/19/2020
		(Signature of Contracting Officer)	

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075827
Release : *0004*
Page : 1

Vendor:
FLUX RESOURCES LLC
5000 MEADOWS ROAD
SUITE 310
LAKE OSWEGO OR 97035

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn: DOMINIC MOORE

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED
Performance Period: *05/14/17 - 05/12/18* *AC* Payment Terms: % Days Net 30

(b) (6)

(b) (6)

Contractor Signature

Dominic Moore / President

Printed Name/Title

4/26/2017

Date Signed

BPA Contracting Officer

05/01/17

Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR 32

OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44

UNIT 4 — WAGE DETERMINATIONS 46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

(c) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, BPA will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to BPA and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to BPA for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

(2) Total cost. It is estimated that the total cost to BPA for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to BPA for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to BPA for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, BPA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of BPA against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

(a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.

(b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

The Contractor shall indemnify BPA and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to:
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

**ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

United States law will apply to resolve any claim of breach of this contract.

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

**PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)**

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

**INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)**

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.

(p) Contractor's certification

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.

(q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)
(FEB 2016) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) BPA Policy 434-1: Cyber Security Program
 - (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
 - (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
 - (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying BPA of Contractor Personnel Changes:
 - (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
 - (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312 - Secretary II	14.74
01313 - Secretary III	17.50
01320 - Service Order Dispatcher	17.40
01410 - Supply Technician	18.56
01420 - Survey Worker	14.53
01460 - Switchboard Operator/Receptionist	12.05
01531 - Travel Clerk I	11.90
01532 - Travel Clerk II	12.76
01533 - Travel Clerk III	13.59
01611 - Word Processor I	12.95
01612 - Word Processor II	14.54
01613 - Word Processor III	16.27
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.51
05010 - Automotive Electrician	16.06
05040 - Automotive Glass Installer	15.17
05070 - Automotive Worker	15.17
05110 - Mobile Equipment Servicer	13.53
05130 - Motor Equipment Metal Mechanic	16.97
05160 - Motor Equipment Metal Worker	15.17
05190 - Motor Vehicle Mechanic	16.97
05220 - Motor Vehicle Mechanic Helper	12.78
05250 - Motor Vehicle Upholstery Worker	14.30
05280 - Motor Vehicle Wrecker	15.17
05310 - Painter, Automotive	16.06
05340 - Radiator Repair Specialist	15.17
05370 - Tire Repairer	13.27
05400 - Transmission Repair Specialist	16.97
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	11.10
07042 - Cook II	12.82
07070 - Dishwasher	8.76
07130 - Food Service Worker	9.28
07210 - Meat Cutter	14.14
07260 - Waiter/Waitress	8.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.96
09040 - Furniture Handler	11.23
09080 - Furniture Refinisher	15.96
09090 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.21
09130 - Upholsterer	15.96
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.87
11060 - Elevator Operator	11.16
11090 - Gardener	15.11
11122 - Housekeeping Aide	11.16
11150 - Janitor	11.16
11210 - Laborer, Grounds Maintenance	12.65
11240 - Maid or Houseman	9.55
11260 - Pruner	11.32
11270 - Tractor Operator	15.00
11330 - Trail Maintenance Worker	12.65
11360 - Window Cleaner	12.48
12000 - Health Occupations	
12010 - Ambulance Driver	12.57
12011 - Breath Alcohol Technician	16.07
12012 - Certified Occupational Therapist Assistant	18.65
12015 - Certified Physical Therapist Assistant	19.03
12020 - Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320	- Service Order Dispatcher	15.82
01410	- Supply Technician	18.56
01420	- Survey Worker	13.83
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.37
01612	- Word Processor II	13.89
01613	- Word Processor III	15.54
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.91
05010	- Automotive Electrician	16.67
05040	- Automotive Glass Installer	15.52
05070	- Automotive Worker	15.52
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	17.80
05160	- Motor Equipment Metal Worker	15.52
05190	- Motor Vehicle Mechanic	17.80
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.48
05280	- Motor Vehicle Wrecker	15.52
05310	- Painter, Automotive	16.67
05340	- Radiator Repair Specialist	15.52
05370	- Tire Repairer	13.30
05400	- Transmission Repair Specialist	17.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.11
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.75
07210	- Meat Cutter	12.85
07260	- Waiter/Waitress	8.88
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.56
09040	- Furniture Handler	12.35
09080	- Furniture Refinisher	17.56
09090	- Furniture Refinisher Helper	13.97
09110	- Furniture Repairer, Minor	15.63
09130	- Upholsterer	17.56
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.19
11090	- Gardener	14.89
11122	- Housekeeping Aide	11.19
11150	- Janitor	11.19
11210	- Laborer, Grounds Maintenance	11.50
11240	- Maid or Houseman	9.55
11260	- Pruner	10.29
11270	- Tractor Operator	13.70
11330	- Trail Maintenance Worker	11.50
11360	- Window Cleaner	12.52
12000	- Health Occupations	
12010	- Ambulance Driver	12.99
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	16.25
12025	- Dental Hygienist	34.86
12030	- EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.49
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	11.51
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.03
01612	- Word Processor II	14.13
01613	- Word Processor III	15.81
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.33
05370	- Tire Repairer	10.61
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	9.80
07042	- Cook II	11.37
07070	- Dishwasher	8.60
07130	- Food Service Worker	9.41
07210	- Meat Cutter	15.84
07260	- Waiter/Waitress	8.79
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	14.27
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	11.56
11240	- Maid or Houseman	9.16
11260	- Pruner	10.14
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.56
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.49
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	22.96
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	34.95
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5519
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320 - Service Order Dispatcher	16.49
01410 - Supply Technician	17.47
01420 - Survey Worker	12.54
01460 - Switchboard Operator/Receptionist	12.66
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	12.92
01533 - Travel Clerk III	14.04
01611 - Word Processor I	13.43
01612 - Word Processor II	15.07
01613 - Word Processor III	16.87
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.65
05010 - Automotive Electrician	14.56
05040 - Automotive Glass Installer	14.24
05070 - Automotive Worker	14.07
05110 - Mobile Equipment Servicer	12.21
05130 - Motor Equipment Metal Mechanic	15.83
05160 - Motor Equipment Metal Worker	14.07
05190 - Motor Vehicle Mechanic	15.83
05220 - Motor Vehicle Mechanic Helper	11.50
05250 - Motor Vehicle Upholstery Worker	13.30
05280 - Motor Vehicle Wrecker	14.07
05310 - Painter, Automotive	15.03
05340 - Radiator Repair Specialist	15.27
05370 - Tire Repairer	11.02
05400 - Transmission Repair Specialist	15.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	10.78
07042 - Cook II	12.51
07070 - Dishwasher	8.69
07130 - Food Service Worker	9.68
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	9.47
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.96
09040 - Furniture Handler	12.09
09080 - Furniture Refinisher	14.36
09090 - Furniture Refinisher Helper	12.66
09110 - Furniture Repairer, Minor	12.69
09130 - Upholsterer	14.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.29
11122 - Housekeeping Aide	11.06
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	12.36
11240 - Maid or Houseman	8.90
11260 - Pruner	11.15
11270 - Tractor Operator	14.32
11330 - Trail Maintenance Worker	12.36
11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	18.14
12011 - Breath Alcohol Technician	16.39
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	24.19
12020 - Dental Assistant	16.43
12025 - Dental Hygienist	36.52
12030 - EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		14.16
21130 - Shipping/Receiving Clerk		14.16
21140 - Store Worker I		11.55
21150 - Stock Clerk		16.58
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.32
23019 - Aircraft Logs and Records Technician		17.99
23021 - Aircraft Mechanic I		21.23
23022 - Aircraft Mechanic II		22.32
23023 - Aircraft Mechanic III		23.39
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.16
23060 - Aircraft Servicer		17.99
23070 - Aircraft Survival Flight Equipment Technician		20.16
23080 - Aircraft Worker		19.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5527
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071	- Licensed Practical Nurse I	17.04
12072	- Licensed Practical Nurse II	19.06
12073	- Licensed Practical Nurse III	21.26
12100	- Medical Assistant	15.12
12130	- Medical Laboratory Technician	17.61
12160	- Medical Record Clerk	14.92
12190	- Medical Record Technician	16.70
12195	- Medical Transcriptionist	18.70
12210	- Nuclear Medicine Technologist	40.24
12221	- Nursing Assistant I	10.62
12222	- Nursing Assistant II	11.94
12223	- Nursing Assistant III	13.03
12224	- Nursing Assistant IV	14.63
12235	- Optical Dispenser	19.06
12236	- Optical Technician	17.90
12250	- Pharmacy Technician	17.24
12280	- Phlebotomist	14.63
12305	- Radiologic Technologist	28.22
12311	- Registered Nurse I	29.51
12312	- Registered Nurse II	36.10
12313	- Registered Nurse II, Specialist	36.10
12314	- Registered Nurse III	43.68
12315	- Registered Nurse III, Anesthetist	43.68
12316	- Registered Nurse IV	52.36
12317	- Scheduler (Drug and Alcohol Testing)	23.47
12320	- Substance Abuse Treatment Counselor	13.55
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	22.42
13012	- Exhibits Specialist II	27.79
13013	- Exhibits Specialist III	33.99
13041	- Illustrator I	22.42
13042	- Illustrator II	27.79
13043	- Illustrator III	33.99
13047	- Librarian	30.76
13050	- Library Aide/Clerk	15.60
13054	- Library Information Technology Systems Administrator	27.77
13058	- Library Technician	19.91
13061	- Media Specialist I	20.04
13062	- Media Specialist II	22.44
13063	- Media Specialist III	25.00
13071	- Photographer I	18.05
13072	- Photographer II	20.20
13073	- Photographer III	25.01
13074	- Photographer IV	30.59
13075	- Photographer V	37.02
13090	- Technical Order Library Clerk	15.49
13110	- Video Teleconference Technician	17.69
14000	- Information Technology Occupations	
14041	- Computer Operator I	19.45
14042	- Computer Operator II	21.76
14043	- Computer Operator III	24.28
14044	- Computer Operator IV	26.98
14045	- Computer Operator V	29.87
14071	- Computer Programmer I	(see 1) 22.85
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040	- Sewage Plant Operator	25.62
25070	- Stationary Engineer	30.04
25190	- Ventilation Equipment Tender	21.51
25210	- Water Treatment Plant Operator	25.62
27000	- Protective Service Occupations	
27004	- Alarm Monitor	24.21
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	27.65
27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	31.54
27132	- Police Officer II	35.02
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Worker	11.72
28210	- Gate Attendant/Gate Tender	14.01
28310	- Lifeguard	12.43
28350	- Park Attendant (Aide)	15.66
28510	- Recreation Aide/Health Facility Attendant	11.39
28515	- Recreation Specialist	19.33
28630	- Sports Official	12.47
28690	- Swimming Pool Operator	22.22
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	30.59
29020	- Hatch Tender	30.59
29030	- Line Handler	30.59
29041	- Stevedore I	28.40
29042	- Stevedore II	32.76
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	27.26
30051	- Cryogenic Technician I	24.09
30052	- Cryogenic Technician II	26.61
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	24.57
30095	- Evidence Control Specialist	21.76
30210	- Laboratory Technician	26.29
30221	- Latent Fingerprint Technician I	24.09
30222	- Latent Fingerprint Technician II	26.61
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5529
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		22.42
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.73
15020 - Aircrew Training Devices Instructor (Rated)		34.76
15030 - Air Crew Training Devices Instructor (Pilot)		41.66
15050 - Computer Based Training Specialist / Instructor		28.73
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.66
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086 - Maintenance Test Pilot, Rotary Wing		41.66
15088 - Non-Maintenance Test/Co-Pilot		41.66
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		24.95
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		19.75
21040 - Material Expediter		19.75
21050 - Material Handling Laborer		14.54
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.81
21130 - Shipping/Receiving Clerk		15.81
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		22.69
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		19.74
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.69
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		24.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.84
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.31
01531	- Travel Clerk I	14.71
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.73
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	19.83
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	14.81
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.42
07042	- Cook II	16.56
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.40
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.37
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.20
09040	- Furniture Handler	16.86
09080	- Furniture Refinisher	19.20
09090	- Furniture Refinisher Helper	16.86
09110	- Furniture Repairer, Minor	18.01
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.02
11060	- Elevator Operator	12.02
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.43
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.39
12011	- Breath Alcohol Technician	21.47
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.44
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		29.28
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086 - Maintenance Test Pilot, Rotary Wing		41.67
15088 - Non-Maintenance Test/Co-Pilot		41.67
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		30.26
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.65
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.55
16220 - Tailor		15.44
16250 - Washer, Machine		11.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.20
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.52
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.52
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	21.94
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	20.13
05040	- Automotive Glass Installer	19.04
05070	- Automotive Worker	19.04
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	21.20
05160	- Motor Equipment Metal Worker	19.04
05190	- Motor Vehicle Mechanic	21.20
05220	- Motor Vehicle Mechanic Helper	15.81
05250	- Motor Vehicle Upholstery Worker	17.96
05280	- Motor Vehicle Wrecker	19.04
05310	- Painter, Automotive	20.13
05340	- Radiator Repair Specialist	19.04
05370	- Tire Repairer	13.59
05400	- Transmission Repair Specialist	21.20
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	13.24
07042	- Cook II	14.83
07070	- Dishwasher	10.40
07130	- Food Service Worker	10.83
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.39
09040	- Furniture Handler	13.14
09080	- Furniture Refinisher	17.39
09090	- Furniture Refinisher Helper	14.32
09110	- Furniture Repairer, Minor	15.76
09130	- Upholsterer	17.39
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.34
11060	- Elevator Operator	11.34
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.51
11240	- Maid or Houseman	10.72
11260	- Pruner	11.87
11270	- Tractor Operator	13.88
11330	- Trail Maintenance Worker	12.51
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	19.58
12011	- Breath Alcohol Technician	20.00
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.82
05040	- Automotive Glass Installer	18.24
05070	- Automotive Worker	18.24
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	19.82
05160	- Motor Equipment Metal Worker	18.24
05190	- Motor Vehicle Mechanic	19.94
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.25
05280	- Motor Vehicle Wrecker	18.24
05310	- Painter, Automotive	19.03
05340	- Radiator Repair Specialist	18.24
05370	- Tire Repairer	13.22
05400	- Transmission Repair Specialist	19.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.73
07130	- Food Service Worker	10.41
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.63
11060	- Elevator Operator	11.69
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	13.22
11240	- Maid or Houseman	10.81
11260	- Pruner	12.16
11270	- Tractor Operator	14.83
11330	- Trail Maintenance Worker	13.22
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5545
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	17.59
01410	- Supply Technician	23.72
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	14.47
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.34
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.29
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.48
07042	- Cook II	16.19
07070	- Dishwasher	10.95
07130	- Food Service Worker	11.62
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.59
09040	- Furniture Handler	17.77
09080	- Furniture Refinisher	22.59
09090	- Furniture Refinisher Helper	19.65
09110	- Furniture Repairer, Minor	21.14
09130	- Upholsterer	22.59
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.98
11060	- Elevator Operator	13.18
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.10
12011	- Breath Alcohol Technician	20.83
12012	- Certified Occupational Therapist Assistant	26.94
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.59
12025	- Dental Hygienist	45.64
12030	- EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		18.22
14160	- Personal Computer Support Technician		25.25
14170	- System Support Specialist		30.41
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		32.07
15020	- Aircrew Training Devices Instructor (Rated)		38.81
15030	- Air Crew Training Devices Instructor (Pilot)		42.69
15050	- Computer Based Training Specialist / Instructor		32.07
15060	- Educational Technologist		29.69
15070	- Flight Instructor (Pilot)		49.60
15080	- Graphic Artist		25.73
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086	- Maintenance Test Pilot, Rotary Wing		41.68
15088	- Non-Maintenance Test/Co-Pilot		41.68
15090	- Technical Instructor		26.41
15095	- Technical Instructor/Course Developer		32.32
15110	- Test Proctor		21.33
15120	- Tutor		21.33
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.81
16030	- Counter Attendant		10.81
16040	- Dry Cleaner		12.89
16070	- Finisher, Flatwork, Machine		10.81
16090	- Presser, Hand		10.81
16110	- Presser, Machine, Drycleaning		10.81
16130	- Presser, Machine, Shirts		10.81
16160	- Presser, Machine, Wearing Apparel, Laundry		10.81
16190	- Sewing Machine Operator		13.74
16220	- Tailor		14.56
16250	- Washer, Machine		11.77
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		26.54
19040	- Tool And Die Maker		30.37
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		19.87
21030	- Material Coordinator		21.10
21040	- Material Expediter		21.10
21050	- Material Handling Laborer		15.41
21071	- Order Filler		14.47
21080	- Production Line Worker (Food Processing)		19.87
21110	- Shipping Packer		19.94
21130	- Shipping/Receiving Clerk		19.94
21140	- Store Worker I		16.11
21150	- Stock Clerk		20.30
21210	- Tools And Parts Attendant		19.87
21410	- Warehouse Specialist		19.87
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		29.37
23019	- Aircraft Logs and Records Technician		24.97
23021	- Aircraft Mechanic I		28.50
23022	- Aircraft Mechanic II		29.37
23023	- Aircraft Mechanic III		30.25
23040	- Aircraft Mechanic Helper		22.11
23050	- Aircraft, Painter		27.36
23060	- Aircraft Servicer		24.97
23070	- Aircraft Survival Flight Equipment Technician		27.36
23080	- Aircraft Worker		26.38
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.99
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086 - Maintenance Test Pilot, Rotary Wing		34.60
15088 - Non-Maintenance Test/Co-Pilot		34.60
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.89
15120 - Tutor		17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.79
21030 - Material Coordinator		20.37
21040 - Material Expediter		20.37
21050 - Material Handling Laborer		13.74
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.79
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		16.79
21410 - Warehouse Specialist		16.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		22.01
23021 - Aircraft Mechanic I		25.97
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.61
23040 - Aircraft Mechanic Helper		19.36
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		22.01
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.66
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	15.37
07042 - Cook II	17.23
07070 - Dishwasher	10.51
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88
11060 - Elevator Operator	12.88
11090 - Gardener	16.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	10.87
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.43
12011 - Breath Alcohol Technician	18.43
12012 - Certified Occupational Therapist Assistant	25.28
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	27.92
12035 - Electroneurodiagnostic Technologist	27.92
12040 - Emergency Medical Technician	18.43

12071 - Licensed Practical Nurse I	16.47
12072 - Licensed Practical Nurse II	18.43
12073 - Licensed Practical Nurse III	20.54
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.39
12190 - Medical Record Technician	17.22
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	19.06
12236 - Optical Technician	16.47
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	28.95
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	22.82
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040 - Sewage Plant Operator	25.55
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	25.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	15.41
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.49
28515 - Recreation Specialist	21.20
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	22.52
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	24.78
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30095 - Evidence Control Specialist	19.18
30210 - Laboratory Technician	23.90
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.94
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320	- Service Order Dispatcher	17.47
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.33
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	14.80
01533	- Travel Clerk III	15.93
01611	- Word Processor I	13.51
01612	- Word Processor II	15.16
01613	- Word Processor III	16.97
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	18.37
05040	- Automotive Glass Installer	17.37
05070	- Automotive Worker	17.37
05110	- Mobile Equipment Servicer	15.33
05130	- Motor Equipment Metal Mechanic	19.39
05160	- Motor Equipment Metal Worker	17.37
05190	- Motor Vehicle Mechanic	19.39
05220	- Motor Vehicle Mechanic Helper	14.33
05250	- Motor Vehicle Upholstery Worker	16.37
05280	- Motor Vehicle Wrecker	17.37
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	17.37
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	19.39
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.66
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.93
07130	- Food Service Worker	10.48
07210	- Meat Cutter	16.38
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.82
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.84
11060	- Elevator Operator	11.55
11090	- Gardener	16.67
11122	- Housekeeping Aide	11.55
11150	- Janitor	11.55
11210	- Laborer, Grounds Maintenance	13.39
11240	- Maid or Houseman	10.60
11260	- Pruner	12.52
11270	- Tractor Operator	15.58
11330	- Trail Maintenance Worker	13.39
11360	- Window Cleaner	12.57
12000	- Health Occupations	
12010	- Ambulance Driver	19.47
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	19.27
12025	- Dental Hygienist	38.16
12030	- EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		22.85
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086 - Maintenance Test Pilot, Rotary Wing		36.53
15088 - Non-Maintenance Test/Co-Pilot		36.53
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		25.47
15110 - Test Proctor		16.82
15120 - Tutor		16.82
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.37
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.64
23019 - Aircraft Logs and Records Technician		18.98
23021 - Aircraft Mechanic I		22.49
23022 - Aircraft Mechanic II		23.64
23023 - Aircraft Mechanic III		24.82
23040 - Aircraft Mechanic Helper		16.62
23050 - Aircraft, Painter		21.31
23060 - Aircraft Servicer		18.98
23070 - Aircraft Survival Flight Equipment Technician		21.31
23080 - Aircraft Worker		20.14
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	14.05
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	13.71
01612	- Word Processor II	15.39
01613	- Word Processor III	17.22
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.67
05040	- Automotive Glass Installer	16.70
05070	- Automotive Worker	16.70
05110	- Mobile Equipment Servicer	14.75
05130	- Motor Equipment Metal Mechanic	18.65
05160	- Motor Equipment Metal Worker	16.70
05190	- Motor Vehicle Mechanic	18.65
05220	- Motor Vehicle Mechanic Helper	13.79
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.70
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.70
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.65
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.15
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.56
07130	- Food Service Worker	10.51
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	11.52
11090	- Gardener	15.96
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.85
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.54
12000	- Health Occupations	
12010	- Ambulance Driver	19.81
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	39.52
12030	- EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		28.57
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086	- Maintenance Test Pilot, Rotary Wing		34.88
15088	- Non-Maintenance Test/Co-Pilot		34.88
15090	- Technical Instructor		18.54
15095	- Technical Instructor/Course Developer		24.26
15110	- Test Proctor		15.60
15120	- Tutor		15.60
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		20.24
21040	- Material Expediter		20.24
21050	- Material Handling Laborer		12.69
21071	- Order Filler		13.13
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		25.19
23019	- Aircraft Logs and Records Technician		20.80
23021	- Aircraft Mechanic I		23.99
23022	- Aircraft Mechanic II		25.19
23023	- Aircraft Mechanic III		26.46
23040	- Aircraft Mechanic Helper		17.18
23050	- Aircraft, Painter		21.90
23060	- Aircraft Servicer		20.80
23070	- Aircraft Survival Flight Equipment Technician		21.90
23080	- Aircraft Worker		21.49
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	18.49
01410	- Supply Technician	22.62
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	21.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.31
07070	- Dishwasher	9.65
07130	- Food Service Worker	10.57
07210	- Meat Cutter	16.87
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.34
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.36
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.24
11060	- Elevator Operator	12.95
11090	- Gardener	15.89
11122	- Housekeeping Aide	13.27
11150	- Janitor	13.27
11210	- Laborer, Grounds Maintenance	12.58
11240	- Maid or Houseman	11.47
11260	- Pruner	11.49
11270	- Tractor Operator	14.79
11330	- Trail Maintenance Worker	12.58
11360	- Window Cleaner	14.48
12000	- Health Occupations	
12010	- Ambulance Driver	19.04
12011	- Breath Alcohol Technician	19.93
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	17.72
12025	- Dental Hygienist	36.69
12030	- EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320	- Service Order Dispatcher	16.54
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.11
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	12.90
01612	- Word Processor II	14.48
01613	- Word Processor III	16.19
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.35
05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.86
07130	- Food Service Worker	9.74
07210	- Meat Cutter	16.67
07260	- Waiter/Waitress	9.91
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.25
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.58
11060	- Elevator Operator	11.36
11090	- Gardener	15.72
11122	- Housekeeping Aide	11.36
11150	- Janitor	11.36
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	10.17
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.36
12000	- Health Occupations	
12010	- Ambulance Driver	18.48
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.27
12025	- Dental Hygienist	36.45
12030	- EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		33.11
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		13.70
21071 - Order Filler		12.32
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.33
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	12.12
01531	- Travel Clerk I	13.72
01532	- Travel Clerk II	14.84
01533	- Travel Clerk III	15.96
01611	- Word Processor I	13.64
01612	- Word Processor II	15.31
01613	- Word Processor III	17.14
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.35
05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	13.28
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.64
07130	- Food Service Worker	10.59
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.48
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.20
11060	- Elevator Operator	12.18
11090	- Gardener	16.73
11122	- Housekeeping Aide	12.18
11150	- Janitor	12.18
11210	- Laborer, Grounds Maintenance	13.37
11240	- Maid or Houseman	9.64
11260	- Pruner	12.52
11270	- Tractor Operator	15.62
11330	- Trail Maintenance Worker	13.37
11360	- Window Cleaner	13.32
12000	- Health Occupations	
12010	- Ambulance Driver	20.33
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	19.27
12025	- Dental Hygienist	37.49
12030	- EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086 - Maintenance Test Pilot, Rotary Wing		37.75
15088 - Non-Maintenance Test/Co-Pilot		37.75
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		12.85
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5583
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	22.85
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.72
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.96
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.89
07042	- Cook II	14.63
07070	- Dishwasher	9.64
07130	- Food Service Worker	10.66
07210	- Meat Cutter	16.19
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.24
09040	- Furniture Handler	12.48
09080	- Furniture Refinisher	18.54
09090	- Furniture Refinisher Helper	14.57
09110	- Furniture Repairer, Minor	16.67
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.20
11060	- Elevator Operator	12.18
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.18
11150	- Janitor	12.18
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	15.62
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.32
12000	- Health Occupations	
12010	- Ambulance Driver	20.94
12011	- Breath Alcohol Technician	20.94
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	37.49
12030	- EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		16.61
14160	- Personal Computer Support Technician		23.01
14170	- System Support Specialist		31.98
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		28.55
15020	- Aircrew Training Devices Instructor (Rated)		34.31
15030	- Air Crew Training Devices Instructor (Pilot)		41.12
15050	- Computer Based Training Specialist / Instructor		28.55
15060	- Educational Technologist		31.63
15070	- Flight Instructor (Pilot)		41.12
15080	- Graphic Artist		20.77
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086	- Maintenance Test Pilot, Rotary Wing		41.12
15088	- Non-Maintenance Test/Co-Pilot		41.12
15090	- Technical Instructor		22.43
15095	- Technical Instructor/Course Developer		27.45
15110	- Test Proctor		19.57
15120	- Tutor		19.57
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.86
16030	- Counter Attendant		10.86
16040	- Dry Cleaner		13.09
16070	- Finisher, Flatwork, Machine		10.86
16090	- Presser, Hand		10.86
16110	- Presser, Machine, Drycleaning		10.86
16130	- Presser, Machine, Shirts		10.86
16160	- Presser, Machine, Wearing Apparel, Laundry		10.86
16190	- Sewing Machine Operator		14.19
16220	- Tailor		15.31
16250	- Washer, Machine		11.60
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		21.40
19040	- Tool And Die Maker		26.82
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		15.47
21030	- Material Coordinator		20.95
21040	- Material Expediter		20.95
21050	- Material Handling Laborer		13.22
21071	- Order Filler		13.60
21080	- Production Line Worker (Food Processing)		15.47
21110	- Shipping Packer		15.70
21130	- Shipping/Receiving Clerk		15.70
21140	- Store Worker I		13.19
21150	- Stock Clerk		17.22
21210	- Tools And Parts Attendant		15.47
21410	- Warehouse Specialist		15.47
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		28.19
23019	- Aircraft Logs and Records Technician		22.51
23021	- Aircraft Mechanic I		26.77
23022	- Aircraft Mechanic II		28.19
23023	- Aircraft Mechanic III		29.61
23040	- Aircraft Mechanic Helper		19.68
23050	- Aircraft, Painter		24.87
23060	- Aircraft Servicer		22.51
23070	- Aircraft Survival Flight Equipment Technician		24.87
23080	- Aircraft Worker		23.94
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

UNITED STATES
GOVERNMENT

MASTER AGREEMENT



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075827
Release : 00000
Page : 1

Vendor:

FLUX RESOURCES LLC
5000 MEADOWS ROAD
SUITE 310
LAKE OSWEGO OR 97035

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Fax :

Attn: DOMINIC MOORE

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 30

Performance Period: 05/14/17 - 05/11/19

(b) (6)

(b) (6)

Digitally signed by CODY RODRIGUEZ
DN: c=US, o=U.S. Government, ou=Department of Energy,
cn=CODY RODRIGUEZ,
0 9 2342 19200300 100 1 1-89001003075189
Date: 2018.05.31 08:56:51 -0700

Contractor Signature

Dominic Moore / *President*

BPA Contracting Officer

Printed Name/Title

5/14/2018

Date Signed

Date Signed

Contract Modifications

Title : EXERCISE OPTION YEAR ONE

Modification: 001

Modified Performance Period: - 05/11/19

Modification Value:

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

**SUPPLEMENTAL LABOR
BLANKET PURCHASE AGREEMENT**

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
 UNIT 2 – OTHER CLAUSES	 16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and
 - (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (10) Electronic funds transfer (EFT) banking information.
- (b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

- (a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:
- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
 - (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(MAR 2018)(BPI 19.4)**

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(MAR 2018)(BPI 22.5.6(F))**

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program (Bonneville Policy 434-1),
 - (10) Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14) Preservation of property (41 CFR § 102-74.380),
 - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16) Disturbances (41 CFR § 102-74.390),
 - (17) Gambling Prohibited (41 CFR § 102-74.395),
 - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

**HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville's Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)**

The Contractor agrees that without the Bonneville Power Administration's (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))**

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act:

(A) Name, address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
- (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
- (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
- (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) *Payment suspension/contract termination/contractor debarment.*
- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation

in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.
- 4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:
- Cyber & Physical Security training
 - FERC Standards of Conduct training
 - BPA Travel System training
 - Asset Suite and PeopleSoft user training
 - Records management training
 - Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

- 4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.
- 4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.
- 4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.
- 4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.
- 4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

- 5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.
- 5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.

8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.

9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

- 10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);
 - 10.7.2.2. Scheduling skills assessments/interviews
 - 10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation
 - 10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;
 - 10.7.2.5. Invoicing.
 - 10.7.2.6. Credit/Debit memos
- 10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.
- 10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

- 10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.
- 10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.
- 10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.
- 10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

- 10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.

13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.

13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.

13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.

13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.

13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075827
Release : 00000
Page : 1

Vendor:
FLUX RESOURCES LLC
5000 MEADOWS ROAD
SUITE 310
LAKE OSWEGO OR 97035

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: DOMINIC MOORE

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/20

Unilateral; No Signature Required	(b) (6)
Contractor Signature	BPA Contracting Officer
Printed Name/Title	4/11/2019
Date Signed	Date Signed

Title : EXERCISE OPTION PERIOD 2
Modification: 002
Modified Performance Period: - 05/11/20
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
- (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75827		2. Amendment/Modification Number: ... - 003	
3. Effective Date: 4/23/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
Flux Resources LLC

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) _____ Digitally signed by Cody L. Rodriguez Date: 2020.04.23 15:21:38 -07'00'	15c. Date Signed: 04/23/2020

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
- (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75827		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

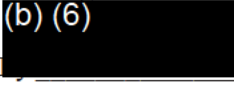
12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
FLUX RESOURCES LLC

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6)  Digitally signed by Cody L. Rodriguez Date: 2020.11.19 18:31:03 -08'00'	15c. Date Signed: 11/19/2020
		(Signature of Contracting Officer)	

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075830
Release : *000*
Page : 1

Vendor:

MOTUS RECRUITING & STAFFING ~~LLC~~
6650 SW REDWOOD LANE *Inc.*
STE 355
TIGARD OR 97224-7171

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn: ~~KRISTIN BROWN~~

Orlando Williams

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 30

Performance Period: *05/14/17 - 05/12/18*

(b) (6)

(b) (6)

Contractor Signature

Orlando L. Williams

Printed Name/Title

4/24/17

Date Signed

BPA Contracting Officer

5/01/17

Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR 32

OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44

UNIT 4 — WAGE DETERMINATIONS 46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

(c) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, BPA will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to BPA and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to BPA for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

(2) Total cost. It is estimated that the total cost to BPA for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to BPA for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to BPA for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, BPA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of BPA against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

(a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.

(b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

The Contractor shall indemnify BPA and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to:
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

United States law will apply to resolve any claim of breach of this contract.

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

**PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)**

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

**INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)**

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.

(p) Contractor's certification

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.

(q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15) (FEB 2016) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:

- (1) BPA Policy 434-1: Cyber Security Program
- (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
- (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
- (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.

- (b) Notifying BPA of Contractor Personnel Changes:

- (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
- (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
- (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.

- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
 - (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312	- Secretary II	14.74
01313	- Secretary III	17.50
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.53
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.95
01612	- Word Processor II	14.54
01613	- Word Processor III	16.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.51
05010	- Automotive Electrician	16.06
05040	- Automotive Glass Installer	15.17
05070	- Automotive Worker	15.17
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	16.97
05160	- Motor Equipment Metal Worker	15.17
05190	- Motor Vehicle Mechanic	16.97
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.30
05280	- Motor Vehicle Wrecker	15.17
05310	- Painter, Automotive	16.06
05340	- Radiator Repair Specialist	15.17
05370	- Tire Repairer	13.27
05400	- Transmission Repair Specialist	16.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.28
07210	- Meat Cutter	14.14
07260	- Waiter/Waitress	8.85
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.96
09040	- Furniture Handler	11.23
09080	- Furniture Refinisher	15.96
09090	- Furniture Refinisher Helper	12.70
09110	- Furniture Repairer, Minor	14.21
09130	- Upholsterer	15.96
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.16
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.16
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	12.65
11240	- Maid or Houseman	9.55
11260	- Pruner	11.32
11270	- Tractor Operator	15.00
11330	- Trail Maintenance Worker	12.65
11360	- Window Cleaner	12.48
12000	- Health Occupations	
12010	- Ambulance Driver	12.57
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320	- Service Order Dispatcher	15.82
01410	- Supply Technician	18.56
01420	- Survey Worker	13.83
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.37
01612	- Word Processor II	13.89
01613	- Word Processor III	15.54
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.91
05010	- Automotive Electrician	16.67
05040	- Automotive Glass Installer	15.52
05070	- Automotive Worker	15.52
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	17.80
05160	- Motor Equipment Metal Worker	15.52
05190	- Motor Vehicle Mechanic	17.80
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.48
05280	- Motor Vehicle Wrecker	15.52
05310	- Painter, Automotive	16.67
05340	- Radiator Repair Specialist	15.52
05370	- Tire Repairer	13.30
05400	- Transmission Repair Specialist	17.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.11
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.75
07210	- Meat Cutter	12.85
07260	- Waiter/Waitress	8.88
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.56
09040	- Furniture Handler	12.35
09080	- Furniture Refinisher	17.56
09090	- Furniture Refinisher Helper	13.97
09110	- Furniture Repairer, Minor	15.63
09130	- Upholsterer	17.56
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.19
11090	- Gardener	14.89
11122	- Housekeeping Aide	11.19
11150	- Janitor	11.19
11210	- Laborer, Grounds Maintenance	11.50
11240	- Maid or Houseman	9.55
11260	- Pruner	10.29
11270	- Tractor Operator	13.70
11330	- Trail Maintenance Worker	11.50
11360	- Window Cleaner	12.52
12000	- Health Occupations	
12010	- Ambulance Driver	12.99
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	16.25
12025	- Dental Hygienist	34.86
12030	- EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.49
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320 - Service Order Dispatcher	16.49
01410 - Supply Technician	18.88
01420 - Survey Worker	12.54
01460 - Switchboard Operator/Receptionist	11.51
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	12.92
01533 - Travel Clerk III	14.02
01611 - Word Processor I	13.03
01612 - Word Processor II	14.13
01613 - Word Processor III	15.81
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.42
05010 - Automotive Electrician	15.87
05040 - Automotive Glass Installer	15.66
05070 - Automotive Worker	15.48
05110 - Mobile Equipment Servicer	12.65
05130 - Motor Equipment Metal Mechanic	17.41
05160 - Motor Equipment Metal Worker	15.48
05190 - Motor Vehicle Mechanic	17.41
05220 - Motor Vehicle Mechanic Helper	12.65
05250 - Motor Vehicle Upholstery Worker	14.63
05280 - Motor Vehicle Wrecker	15.48
05310 - Painter, Automotive	16.53
05340 - Radiator Repair Specialist	16.33
05370 - Tire Repairer	10.61
05400 - Transmission Repair Specialist	17.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	9.80
07042 - Cook II	11.37
07070 - Dishwasher	8.60
07130 - Food Service Worker	9.41
07210 - Meat Cutter	15.84
07260 - Waiter/Waitress	8.79
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.96
09040 - Furniture Handler	12.09
09080 - Furniture Refinisher	14.36
09090 - Furniture Refinisher Helper	12.66
09110 - Furniture Repairer, Minor	12.69
09130 - Upholsterer	14.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	14.27
11122 - Housekeeping Aide	11.06
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	11.56
11240 - Maid or Houseman	9.16
11260 - Pruner	10.14
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.56
11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	16.49
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	22.96
12020 - Dental Assistant	15.83
12025 - Dental Hygienist	34.95
12030 - EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5519
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	17.47
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.66
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.04
01611	- Word Processor I	13.43
01612	- Word Processor II	15.07
01613	- Word Processor III	16.87
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.65
05010	- Automotive Electrician	14.56
05040	- Automotive Glass Installer	14.24
05070	- Automotive Worker	14.07
05110	- Mobile Equipment Servicer	12.21
05130	- Motor Equipment Metal Mechanic	15.83
05160	- Motor Equipment Metal Worker	14.07
05190	- Motor Vehicle Mechanic	15.83
05220	- Motor Vehicle Mechanic Helper	11.50
05250	- Motor Vehicle Upholstery Worker	13.30
05280	- Motor Vehicle Wrecker	14.07
05310	- Painter, Automotive	15.03
05340	- Radiator Repair Specialist	15.27
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	15.83
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	10.78
07042	- Cook II	12.51
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.68
07210	- Meat Cutter	14.58
07260	- Waiter/Waitress	9.47
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.29
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	12.36
11240	- Maid or Houseman	8.90
11260	- Pruner	11.15
11270	- Tractor Operator	14.32
11330	- Trail Maintenance Worker	12.36
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	18.14
12011	- Breath Alcohol Technician	16.39
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	16.43
12025	- Dental Hygienist	36.52
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		14.16
21130 - Shipping/Receiving Clerk		14.16
21140 - Store Worker I		11.55
21150 - Stock Clerk		16.58
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.32
23019 - Aircraft Logs and Records Technician		17.99
23021 - Aircraft Mechanic I		21.23
23022 - Aircraft Mechanic II		22.32
23023 - Aircraft Mechanic III		23.39
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.16
23060 - Aircraft Servicer		17.99
23070 - Aircraft Survival Flight Equipment Technician		20.16
23080 - Aircraft Worker		19.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5527
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071 - Licensed Practical Nurse I	17.04
12072 - Licensed Practical Nurse II	19.06
12073 - Licensed Practical Nurse III	21.26
12100 - Medical Assistant	15.12
12130 - Medical Laboratory Technician	17.61
12160 - Medical Record Clerk	14.92
12190 - Medical Record Technician	16.70
12195 - Medical Transcriptionist	18.70
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	10.62
12222 - Nursing Assistant II	11.94
12223 - Nursing Assistant III	13.03
12224 - Nursing Assistant IV	14.63
12235 - Optical Dispenser	19.06
12236 - Optical Technician	17.90
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	28.22
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	23.47
12320 - Substance Abuse Treatment Counselor	13.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.42
13012 - Exhibits Specialist II	27.79
13013 - Exhibits Specialist III	33.99
13041 - Illustrator I	22.42
13042 - Illustrator II	27.79
13043 - Illustrator III	33.99
13047 - Librarian	30.76
13050 - Library Aide/Clerk	15.60
13054 - Library Information Technology Systems Administrator	27.77
13058 - Library Technician	19.91
13061 - Media Specialist I	20.04
13062 - Media Specialist II	22.44
13063 - Media Specialist III	25.00
13071 - Photographer I	18.05
13072 - Photographer II	20.20
13073 - Photographer III	25.01
13074 - Photographer IV	30.59
13075 - Photographer V	37.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040 - Sewage Plant Operator	25.62
25070 - Stationary Engineer	30.04
25190 - Ventilation Equipment Tender	21.51
25210 - Water Treatment Plant Operator	25.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.21
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	27.65
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	31.54
27132 - Police Officer II	35.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	12.43
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.39
28515 - Recreation Specialist	19.33
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.59
29020 - Hatch Tender	30.59
29030 - Line Handler	30.59
29041 - Stevedore I	28.40
29042 - Stevedore II	32.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	27.26
30051 - Cryogenic Technician I	24.09
30052 - Cryogenic Technician II	26.61
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	24.57
30095 - Evidence Control Specialist	21.76
30210 - Laboratory Technician	26.29
30221 - Latent Fingerprint Technician I	24.09
30222 - Latent Fingerprint Technician II	26.61
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5529
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		22.42
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.73
15020 - Aircrew Training Devices Instructor (Rated)		34.76
15030 - Air Crew Training Devices Instructor (Pilot)		41.66
15050 - Computer Based Training Specialist / Instructor		28.73
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.66
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086 - Maintenance Test Pilot, Rotary Wing		41.66
15088 - Non-Maintenance Test/Co-Pilot		41.66
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		24.95
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		19.75
21040 - Material Expediter		19.75
21050 - Material Handling Laborer		14.54
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.81
21130 - Shipping/Receiving Clerk		15.81
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		22.69
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		19.74
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.69
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		24.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.84
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.31
01531	- Travel Clerk I	14.71
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.73
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	19.83
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	14.81
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.42
07042	- Cook II	16.56
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.40
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.37
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.20
09040	- Furniture Handler	16.86
09080	- Furniture Refinisher	19.20
09090	- Furniture Refinisher Helper	16.86
09110	- Furniture Repairer, Minor	18.01
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.02
11060	- Elevator Operator	12.02
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.43
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.39
12011	- Breath Alcohol Technician	21.47
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.44
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		29.28
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086 - Maintenance Test Pilot, Rotary Wing		41.67
15088 - Non-Maintenance Test/Co-Pilot		41.67
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		30.26
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.65
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.55
16220 - Tailor		15.44
16250 - Washer, Machine		11.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.20
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.52
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.52
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.99
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320 - Service Order Dispatcher	17.27
01410 - Supply Technician	21.94
01420 - Survey Worker	12.86
01460 - Switchboard Operator/Receptionist	13.04
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	13.80
01533 - Travel Clerk III	14.77
01611 - Word Processor I	13.69
01612 - Word Processor II	15.37
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.28
05010 - Automotive Electrician	20.13
05040 - Automotive Glass Installer	19.04
05070 - Automotive Worker	19.04
05110 - Mobile Equipment Servicer	17.25
05130 - Motor Equipment Metal Mechanic	21.20
05160 - Motor Equipment Metal Worker	19.04
05190 - Motor Vehicle Mechanic	21.20
05220 - Motor Vehicle Mechanic Helper	15.81
05250 - Motor Vehicle Upholstery Worker	17.96
05280 - Motor Vehicle Wrecker	19.04
05310 - Painter, Automotive	20.13
05340 - Radiator Repair Specialist	19.04
05370 - Tire Repairer	13.59
05400 - Transmission Repair Specialist	21.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	13.24
07042 - Cook II	14.83
07070 - Dishwasher	10.40
07130 - Food Service Worker	10.83
07210 - Meat Cutter	18.06
07260 - Waiter/Waitress	12.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.39
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	17.39
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.76
09130 - Upholsterer	17.39
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.34
11060 - Elevator Operator	11.34
11090 - Gardener	14.71
11122 - Housekeeping Aide	11.89
11150 - Janitor	13.48
11210 - Laborer, Grounds Maintenance	12.51
11240 - Maid or Houseman	10.72
11260 - Pruner	11.87
11270 - Tractor Operator	13.88
11330 - Trail Maintenance Worker	12.51
11360 - Window Cleaner	14.11
12000 - Health Occupations	
12010 - Ambulance Driver	19.58
12011 - Breath Alcohol Technician	20.00
12012 - Certified Occupational Therapist Assistant	24.01
12015 - Certified Physical Therapist Assistant	23.42
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	39.95
12030 - EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.82
05040	- Automotive Glass Installer	18.24
05070	- Automotive Worker	18.24
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	19.82
05160	- Motor Equipment Metal Worker	18.24
05190	- Motor Vehicle Mechanic	19.94
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.25
05280	- Motor Vehicle Wrecker	18.24
05310	- Painter, Automotive	19.03
05340	- Radiator Repair Specialist	18.24
05370	- Tire Repairer	13.22
05400	- Transmission Repair Specialist	19.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.73
07130	- Food Service Worker	10.41
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.63
11060	- Elevator Operator	11.69
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	13.22
11240	- Maid or Houseman	10.81
11260	- Pruner	12.16
11270	- Tractor Operator	14.83
11330	- Trail Maintenance Worker	13.22
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5545
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	17.59
01410	- Supply Technician	23.72
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	14.47
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.34
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.29
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.48
07042	- Cook II	16.19
07070	- Dishwasher	10.95
07130	- Food Service Worker	11.62
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.59
09040	- Furniture Handler	17.77
09080	- Furniture Refinisher	22.59
09090	- Furniture Refinisher Helper	19.65
09110	- Furniture Repairer, Minor	21.14
09130	- Upholsterer	22.59
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.98
11060	- Elevator Operator	13.18
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.10
12011	- Breath Alcohol Technician	20.83
12012	- Certified Occupational Therapist Assistant	26.94
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.59
12025	- Dental Hygienist	45.64
12030	- EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		30.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.81
15030 - Air Crew Training Devices Instructor (Pilot)		42.69
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		29.69
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086 - Maintenance Test Pilot, Rotary Wing		41.68
15088 - Non-Maintenance Test/Co-Pilot		41.68
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.81
16030 - Counter Attendant		10.81
16040 - Dry Cleaner		12.89
16070 - Finisher, Flatwork, Machine		10.81
16090 - Presser, Hand		10.81
16110 - Presser, Machine, Drycleaning		10.81
16130 - Presser, Machine, Shirts		10.81
16160 - Presser, Machine, Wearing Apparel, Laundry		10.81
16190 - Sewing Machine Operator		13.74
16220 - Tailor		14.56
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.54
19040 - Tool And Die Maker		30.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.47
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		19.94
21130 - Shipping/Receiving Clerk		19.94
21140 - Store Worker I		16.11
21150 - Stock Clerk		20.30
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.36
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.36
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.99
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086 - Maintenance Test Pilot, Rotary Wing		34.60
15088 - Non-Maintenance Test/Co-Pilot		34.60
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.89
15120 - Tutor		17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.79
21030 - Material Coordinator		20.37
21040 - Material Expediter		20.37
21050 - Material Handling Laborer		13.74
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.79
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		16.79
21410 - Warehouse Specialist		16.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		22.01
23021 - Aircraft Mechanic I		25.97
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.61
23040 - Aircraft Mechanic Helper		19.36
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		22.01
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.66
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	15.37
07042 - Cook II	17.23
07070 - Dishwasher	10.51
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88
11060 - Elevator Operator	12.88
11090 - Gardener	16.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	10.87
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.43
12011 - Breath Alcohol Technician	18.43
12012 - Certified Occupational Therapist Assistant	25.28
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	27.92
12035 - Electroneurodiagnostic Technologist	27.92
12040 - Emergency Medical Technician	18.43

12071 - Licensed Practical Nurse I	16.47
12072 - Licensed Practical Nurse II	18.43
12073 - Licensed Practical Nurse III	20.54
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.39
12190 - Medical Record Technician	17.22
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	19.06
12236 - Optical Technician	16.47
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	28.95
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	22.82
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040	- Sewage Plant Operator	25.55
25070	- Stationary Engineer	27.31
25190	- Ventilation Equipment Tender	20.58
25210	- Water Treatment Plant Operator	25.55
27000	- Protective Service Occupations	
27004	- Alarm Monitor	22.01
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	25.24
27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	28.67
27132	- Police Officer II	31.84
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Worker	11.72
28210	- Gate Attendant/Gate Tender	15.41
28310	- Lifeguard	13.09
28350	- Park Attendant (Aide)	17.23
28510	- Recreation Aide/Health Facility Attendant	12.49
28515	- Recreation Specialist	21.20
28630	- Sports Official	13.72
28690	- Swimming Pool Operator	22.52
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	27.81
29020	- Hatch Tender	27.81
29030	- Line Handler	27.81
29041	- Stevedore I	25.82
29042	- Stevedore II	29.78
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	24.78
30051	- Cryogenic Technician I	21.24
30052	- Cryogenic Technician II	23.46
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	22.34
30095	- Evidence Control Specialist	19.18
30210	- Laboratory Technician	23.90
30221	- Latent Fingerprint Technician I	21.24
30222	- Latent Fingerprint Technician II	23.46
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.94
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320 - Service Order Dispatcher	17.47
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	13.33
01531 - Travel Clerk I	13.60
01532 - Travel Clerk II	14.80
01533 - Travel Clerk III	15.93
01611 - Word Processor I	13.51
01612 - Word Processor II	15.16
01613 - Word Processor III	16.97
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	18.37
05040 - Automotive Glass Installer	17.37
05070 - Automotive Worker	17.37
05110 - Mobile Equipment Servicer	15.33
05130 - Motor Equipment Metal Mechanic	19.39
05160 - Motor Equipment Metal Worker	17.37
05190 - Motor Vehicle Mechanic	19.39
05220 - Motor Vehicle Mechanic Helper	14.33
05250 - Motor Vehicle Upholstery Worker	16.37
05280 - Motor Vehicle Wrecker	17.37
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	17.37
05370 - Tire Repairer	13.73
05400 - Transmission Repair Specialist	19.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.66
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.93
07130 - Food Service Worker	10.48
07210 - Meat Cutter	16.38
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.82
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.84
11060 - Elevator Operator	11.55
11090 - Gardener	16.67
11122 - Housekeeping Aide	11.55
11150 - Janitor	11.55
11210 - Laborer, Grounds Maintenance	13.39
11240 - Maid or Houseman	10.60
11260 - Pruner	12.52
11270 - Tractor Operator	15.58
11330 - Trail Maintenance Worker	13.39
11360 - Window Cleaner	12.57
12000 - Health Occupations	
12010 - Ambulance Driver	19.47
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	38.16
12030 - EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		22.85
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086 - Maintenance Test Pilot, Rotary Wing		36.53
15088 - Non-Maintenance Test/Co-Pilot		36.53
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		25.47
15110 - Test Proctor		16.82
15120 - Tutor		16.82
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.37
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.64
23019 - Aircraft Logs and Records Technician		18.98
23021 - Aircraft Mechanic I		22.49
23022 - Aircraft Mechanic II		23.64
23023 - Aircraft Mechanic III		24.82
23040 - Aircraft Mechanic Helper		16.62
23050 - Aircraft, Painter		21.31
23060 - Aircraft Servicer		18.98
23070 - Aircraft Survival Flight Equipment Technician		21.31
23080 - Aircraft Worker		20.14
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	14.05
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	13.71
01612	- Word Processor II	15.39
01613	- Word Processor III	17.22
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.67
05040	- Automotive Glass Installer	16.70
05070	- Automotive Worker	16.70
05110	- Mobile Equipment Servicer	14.75
05130	- Motor Equipment Metal Mechanic	18.65
05160	- Motor Equipment Metal Worker	16.70
05190	- Motor Vehicle Mechanic	18.65
05220	- Motor Vehicle Mechanic Helper	13.79
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.70
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.70
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.65
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.15
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.56
07130	- Food Service Worker	10.51
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	11.52
11090	- Gardener	15.96
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.85
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.54
12000	- Health Occupations	
12010	- Ambulance Driver	19.81
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	39.52
12030	- EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		28.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086 - Maintenance Test Pilot, Rotary Wing		34.88
15088 - Non-Maintenance Test/Co-Pilot		34.88
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.13
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	18.49
01410	- Supply Technician	22.62
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	21.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.31
07070	- Dishwasher	9.65
07130	- Food Service Worker	10.57
07210	- Meat Cutter	16.87
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.34
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.36
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.24
11060	- Elevator Operator	12.95
11090	- Gardener	15.89
11122	- Housekeeping Aide	13.27
11150	- Janitor	13.27
11210	- Laborer, Grounds Maintenance	12.58
11240	- Maid or Houseman	11.47
11260	- Pruner	11.49
11270	- Tractor Operator	14.79
11330	- Trail Maintenance Worker	12.58
11360	- Window Cleaner	14.48
12000	- Health Occupations	
12010	- Ambulance Driver	19.04
12011	- Breath Alcohol Technician	19.93
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	17.72
12025	- Dental Hygienist	36.69
12030	- EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320 - Service Order Dispatcher	16.54
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	13.11
01531 - Travel Clerk I	13.58
01532 - Travel Clerk II	14.74
01533 - Travel Clerk III	15.86
01611 - Word Processor I	12.90
01612 - Word Processor II	14.48
01613 - Word Processor III	16.19
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.73
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.86
07130 - Food Service Worker	9.74
07210 - Meat Cutter	16.67
07260 - Waiter/Waitress	9.91
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.25
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	11.36
11090 - Gardener	15.72
11122 - Housekeeping Aide	11.36
11150 - Janitor	11.36
11210 - Laborer, Grounds Maintenance	13.06
11240 - Maid or Houseman	10.17
11260 - Pruner	12.52
11270 - Tractor Operator	14.99
11330 - Trail Maintenance Worker	13.06
11360 - Window Cleaner	12.36
12000 - Health Occupations	
12010 - Ambulance Driver	18.48
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	18.27
12025 - Dental Hygienist	36.45
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		33.11
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		13.70
21071 - Order Filler		12.32
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.33
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	12.12
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	14.84
01533 - Travel Clerk III	15.96
01611 - Word Processor I	13.64
01612 - Word Processor II	15.31
01613 - Word Processor III	17.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.28
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.59
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.73
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.37
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.37
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	37.49
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086 - Maintenance Test Pilot, Rotary Wing		37.75
15088 - Non-Maintenance Test/Co-Pilot		37.75
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		12.85
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5583
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	22.85
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.72
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.96
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.89
07042	- Cook II	14.63
07070	- Dishwasher	9.64
07130	- Food Service Worker	10.66
07210	- Meat Cutter	16.19
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.24
09040	- Furniture Handler	12.48
09080	- Furniture Refinisher	18.54
09090	- Furniture Refinisher Helper	14.57
09110	- Furniture Repairer, Minor	16.67
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.20
11060	- Elevator Operator	12.18
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.18
11150	- Janitor	12.18
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	15.62
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.32
12000	- Health Occupations	
12010	- Ambulance Driver	20.94
12011	- Breath Alcohol Technician	20.94
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	37.49
12030	- EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086 - Maintenance Test Pilot, Rotary Wing		41.12
15088 - Non-Maintenance Test/Co-Pilot		41.12
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		19.57
15120 - Tutor		19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.95
21040 - Material Expediter		20.95
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		15.70
21130 - Shipping/Receiving Clerk		15.70
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.19
23019 - Aircraft Logs and Records Technician		22.51
23021 - Aircraft Mechanic I		26.77
23022 - Aircraft Mechanic II		28.19
23023 - Aircraft Mechanic III		29.61
23040 - Aircraft Mechanic Helper		19.68
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.51
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		23.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

Click OLE icon to access word processing. Execute to create a new Modification.



Contract:	00075830	00000	Facility:	TBL	Contract Status:	ISSUED	04/25/2017	
Modification:	001	Previous	Next	Facility Group:	TBL	Modification Status:	ISSUED	05/02/2017
Modified By:	(b) (6)		Company:	TBL	Execution Date:	05/02/2017		
Project:	0001392		Print Status:	<input type="checkbox"/>	Image:		Execute	
Title: ADMINISTRATIVE MOD TO CORRECT DATES								
Modification Type:	ADMIN							

Modification Details

Contract Value

Prior:

Modification:

New Value: [USD](#)

NTX:

Pricing Method

Prior: NFO

Modification:

Start Date and End Date

Prior: 05/01/2017 - 04/30/2018

Modification: 05/14/2017 - 05/12/2018

Vendor

Prior: MOTRECST 00

Modification:

Scope Details

Modification Scope



Scope Updated:

Related Information

[Resources](#)

[NAICS WMBE I...](#)

[Contacts](#)

[Change Request](#)

[Milestones](#)

[Communication...](#)

[Documents](#)

[Forecast](#)



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075830
Release : 00000
Page : 1

Vendor:
MOTUS RECRUITING & STAFFING LLC
6650 SW REDWOOD LANE
STE 355
TIGARD OR 97224-7171

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Fax :

Attn: KRISTIN BROWN

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/19

DocuSigned by:		
(b) (6)		(b) (6)
Contractor Signature		BPA Contracting Officer
Orlando Williams President		
Printed Name/Title		Date Signed
5/11/2018		
Date Signed		

Digitally signed by CODY RODRIGUEZ
DN: c=US, o=U.S. Government, ou=Department of Energy,
cn=CODY RODRIGUEZ,
0.9.2342.19200300.100.1.1=89001003075189
Date: 2018.05.11 11:16:36 -0700

Title : EXERCISE OPTION YEAR ONE
Modification: 002
Modified Performance Period: - 05/11/19
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
- (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation

in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.
- 4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:
- Cyber & Physical Security training
 - FERC Standards of Conduct training
 - BPA Travel System training
 - Asset Suite and PeopleSoft user training
 - Records management training
 - Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

- 4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.
- 4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.
- 4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.
- 4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.
- 4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

- 5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.
- 5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075830
Release : 00000
Page : 1

Vendor:
MOTUS RECRUITING & STAFFING LLC
6650 SW REDWOOD LANE
STE 355
TIGARD OR 97224-7171

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: ORLANDO WILLIAMS

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/20

Unilateral; No Signature Required	(b) (6)
Contractor Signature	BPA Contracting Officer
Printed Name/Title	4/11/2019
Date Signed	Date Signed

Title : EXERCISE OPTION PERIOD 2
Modification: 003
Modified Performance Period: - 05/11/20
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
- (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

- 10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);
- 10.7.2.2. Scheduling skills assessments/interviews
- 10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation
- 10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;
- 10.7.2.5. Invoicing.
- 10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75830		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 4/23/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
Motus Recruiting & Staffing LLC

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.04.23 15:30:23 -07'00'	15c. Date Signed: 04/23/2020

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75830		2. Amendment/Modification Number: ... - 005	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

MOTUS RECRUITING & STAFFING LLC

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) <small>Digitally signed by Cody L. Rodriguez Date: 2020.11.19 18:31:03 -08'00'</small>	15c. Date Signed: 11/19/2020

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075834
Release : 000
Page : 1

Vendor:
TRIAD INTERNATIONAL TECHNOLOGY INC
12520 SW 68TH AVENUE
SUITE B
TIGARD OR 97223

Please Direct Inquiries to:
JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn: RICHARD AMICCI

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED
Performance Period: 05/14/17 - 05/12/18² Payment Terms: % Days Net 30

(b) (6)

Contractor Signature
Richard Amicci / Sr Manager
Printed Name/Title
April 24, 2017
Date Signed

(b) (6)

BPA Contracting Officer
5/04/17
Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR 32

OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44

UNIT 4 — WAGE DETERMINATIONS 46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

(c) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, BPA will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to BPA and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to BPA for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

(2) Total cost. It is estimated that the total cost to BPA for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to BPA for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to BPA for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, BPA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of BPA against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

- (a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

The Contractor shall indemnify BPA and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to:
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at

<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

**ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

United States law will apply to resolve any claim of breach of this contract.

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

**PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)**

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

**INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)**

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)
(FEB 2016) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:

- (1) BPA Policy 434-1: Cyber Security Program
- (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
- (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
- (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.

- (b) Notifying BPA of Contractor Personnel Changes:

- (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
- (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
- (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.

- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
 - (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312	- Secretary II	14.74
01313	- Secretary III	17.50
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.53
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.95
01612	- Word Processor II	14.54
01613	- Word Processor III	16.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.51
05010	- Automotive Electrician	16.06
05040	- Automotive Glass Installer	15.17
05070	- Automotive Worker	15.17
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	16.97
05160	- Motor Equipment Metal Worker	15.17
05190	- Motor Vehicle Mechanic	16.97
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.30
05280	- Motor Vehicle Wrecker	15.17
05310	- Painter, Automotive	16.06
05340	- Radiator Repair Specialist	15.17
05370	- Tire Repairer	13.27
05400	- Transmission Repair Specialist	16.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.28
07210	- Meat Cutter	14.14
07260	- Waiter/Waitress	8.85
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.96
09040	- Furniture Handler	11.23
09080	- Furniture Refinisher	15.96
09090	- Furniture Refinisher Helper	12.70
09110	- Furniture Repairer, Minor	14.21
09130	- Upholsterer	15.96
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.16
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.16
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	12.65
11240	- Maid or Houseman	9.55
11260	- Pruner	11.32
11270	- Tractor Operator	15.00
11330	- Trail Maintenance Worker	12.65
11360	- Window Cleaner	12.48
12000	- Health Occupations	
12010	- Ambulance Driver	12.57
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320	- Service Order Dispatcher	15.82
01410	- Supply Technician	18.56
01420	- Survey Worker	13.83
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.37
01612	- Word Processor II	13.89
01613	- Word Processor III	15.54
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.91
05010	- Automotive Electrician	16.67
05040	- Automotive Glass Installer	15.52
05070	- Automotive Worker	15.52
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	17.80
05160	- Motor Equipment Metal Worker	15.52
05190	- Motor Vehicle Mechanic	17.80
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.48
05280	- Motor Vehicle Wrecker	15.52
05310	- Painter, Automotive	16.67
05340	- Radiator Repair Specialist	15.52
05370	- Tire Repairer	13.30
05400	- Transmission Repair Specialist	17.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.11
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.75
07210	- Meat Cutter	12.85
07260	- Waiter/Waitress	8.88
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.56
09040	- Furniture Handler	12.35
09080	- Furniture Refinisher	17.56
09090	- Furniture Refinisher Helper	13.97
09110	- Furniture Repairer, Minor	15.63
09130	- Upholsterer	17.56
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.19
11090	- Gardener	14.89
11122	- Housekeeping Aide	11.19
11150	- Janitor	11.19
11210	- Laborer, Grounds Maintenance	11.50
11240	- Maid or Houseman	9.55
11260	- Pruner	10.29
11270	- Tractor Operator	13.70
11330	- Trail Maintenance Worker	11.50
11360	- Window Cleaner	12.52
12000	- Health Occupations	
12010	- Ambulance Driver	12.99
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	16.25
12025	- Dental Hygienist	34.86
12030	- EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.49
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320 - Service Order Dispatcher	16.49
01410 - Supply Technician	18.88
01420 - Survey Worker	12.54
01460 - Switchboard Operator/Receptionist	11.51
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	12.92
01533 - Travel Clerk III	14.02
01611 - Word Processor I	13.03
01612 - Word Processor II	14.13
01613 - Word Processor III	15.81
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.42
05010 - Automotive Electrician	15.87
05040 - Automotive Glass Installer	15.66
05070 - Automotive Worker	15.48
05110 - Mobile Equipment Servicer	12.65
05130 - Motor Equipment Metal Mechanic	17.41
05160 - Motor Equipment Metal Worker	15.48
05190 - Motor Vehicle Mechanic	17.41
05220 - Motor Vehicle Mechanic Helper	12.65
05250 - Motor Vehicle Upholstery Worker	14.63
05280 - Motor Vehicle Wrecker	15.48
05310 - Painter, Automotive	16.53
05340 - Radiator Repair Specialist	16.33
05370 - Tire Repairer	10.61
05400 - Transmission Repair Specialist	17.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	9.80
07042 - Cook II	11.37
07070 - Dishwasher	8.60
07130 - Food Service Worker	9.41
07210 - Meat Cutter	15.84
07260 - Waiter/Waitress	8.79
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.96
09040 - Furniture Handler	12.09
09080 - Furniture Refinisher	14.36
09090 - Furniture Refinisher Helper	12.66
09110 - Furniture Repairer, Minor	12.69
09130 - Upholsterer	14.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	14.27
11122 - Housekeeping Aide	11.06
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	11.56
11240 - Maid or Houseman	9.16
11260 - Pruner	10.14
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.56
11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	16.49
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	22.96
12020 - Dental Assistant	15.83
12025 - Dental Hygienist	34.95
12030 - EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5519
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320 - Service Order Dispatcher	16.49
01410 - Supply Technician	17.47
01420 - Survey Worker	12.54
01460 - Switchboard Operator/Receptionist	12.66
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	12.92
01533 - Travel Clerk III	14.04
01611 - Word Processor I	13.43
01612 - Word Processor II	15.07
01613 - Word Processor III	16.87
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.65
05010 - Automotive Electrician	14.56
05040 - Automotive Glass Installer	14.24
05070 - Automotive Worker	14.07
05110 - Mobile Equipment Servicer	12.21
05130 - Motor Equipment Metal Mechanic	15.83
05160 - Motor Equipment Metal Worker	14.07
05190 - Motor Vehicle Mechanic	15.83
05220 - Motor Vehicle Mechanic Helper	11.50
05250 - Motor Vehicle Upholstery Worker	13.30
05280 - Motor Vehicle Wrecker	14.07
05310 - Painter, Automotive	15.03
05340 - Radiator Repair Specialist	15.27
05370 - Tire Repairer	11.02
05400 - Transmission Repair Specialist	15.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	10.78
07042 - Cook II	12.51
07070 - Dishwasher	8.69
07130 - Food Service Worker	9.68
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	9.47
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.96
09040 - Furniture Handler	12.09
09080 - Furniture Refinisher	14.36
09090 - Furniture Refinisher Helper	12.66
09110 - Furniture Repairer, Minor	12.69
09130 - Upholsterer	14.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.29
11122 - Housekeeping Aide	11.06
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	12.36
11240 - Maid or Houseman	8.90
11260 - Pruner	11.15
11270 - Tractor Operator	14.32
11330 - Trail Maintenance Worker	12.36
11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	18.14
12011 - Breath Alcohol Technician	16.39
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	24.19
12020 - Dental Assistant	16.43
12025 - Dental Hygienist	36.52
12030 - EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		14.69
14160	- Personal Computer Support Technician		20.50
14170	- System Support Specialist		21.24
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.58
15020	- Aircrew Training Devices Instructor (Rated)		33.36
15030	- Air Crew Training Devices Instructor (Pilot)		36.70
15050	- Computer Based Training Specialist / Instructor		27.58
15060	- Educational Technologist		20.74
15070	- Flight Instructor (Pilot)		36.70
15080	- Graphic Artist		20.31
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086	- Maintenance Test Pilot, Rotary Wing		36.70
15088	- Non-Maintenance Test/Co-Pilot		36.70
15090	- Technical Instructor		18.36
15095	- Technical Instructor/Course Developer		22.46
15110	- Test Proctor		14.79
15120	- Tutor		14.79
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		9.45
16030	- Counter Attendant		9.45
16040	- Dry Cleaner		11.26
16070	- Finisher, Flatwork, Machine		9.45
16090	- Presser, Hand		9.45
16110	- Presser, Machine, Drycleaning		9.45
16130	- Presser, Machine, Shirts		9.45
16160	- Presser, Machine, Wearing Apparel, Laundry		9.45
16190	- Sewing Machine Operator		11.88
16220	- Tailor		12.54
16250	- Washer, Machine		9.89
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		16.40
19040	- Tool And Die Maker		24.46
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		14.25
21030	- Material Coordinator		18.51
21040	- Material Expediter		18.51
21050	- Material Handling Laborer		11.67
21071	- Order Filler		11.95
21080	- Production Line Worker (Food Processing)		14.25
21110	- Shipping Packer		14.16
21130	- Shipping/Receiving Clerk		14.16
21140	- Store Worker I		11.55
21150	- Stock Clerk		16.58
21210	- Tools And Parts Attendant		14.25
21410	- Warehouse Specialist		14.25
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		22.32
23019	- Aircraft Logs and Records Technician		17.99
23021	- Aircraft Mechanic I		21.23
23022	- Aircraft Mechanic II		22.32
23023	- Aircraft Mechanic III		23.39
23040	- Aircraft Mechanic Helper		14.99
23050	- Aircraft, Painter		20.16
23060	- Aircraft Servicer		17.99
23070	- Aircraft Survival Flight Equipment Technician		20.16
23080	- Aircraft Worker		19.07
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5527
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071 - Licensed Practical Nurse I	17.04
12072 - Licensed Practical Nurse II	19.06
12073 - Licensed Practical Nurse III	21.26
12100 - Medical Assistant	15.12
12130 - Medical Laboratory Technician	17.61
12160 - Medical Record Clerk	14.92
12190 - Medical Record Technician	16.70
12195 - Medical Transcriptionist	18.70
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	10.62
12222 - Nursing Assistant II	11.94
12223 - Nursing Assistant III	13.03
12224 - Nursing Assistant IV	14.63
12235 - Optical Dispenser	19.06
12236 - Optical Technician	17.90
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	28.22
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	23.47
12320 - Substance Abuse Treatment Counselor	13.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.42
13012 - Exhibits Specialist II	27.79
13013 - Exhibits Specialist III	33.99
13041 - Illustrator I	22.42
13042 - Illustrator II	27.79
13043 - Illustrator III	33.99
13047 - Librarian	30.76
13050 - Library Aide/Clerk	15.60
13054 - Library Information Technology Systems Administrator	27.77
13058 - Library Technician	19.91
13061 - Media Specialist I	20.04
13062 - Media Specialist II	22.44
13063 - Media Specialist III	25.00
13071 - Photographer I	18.05
13072 - Photographer II	20.20
13073 - Photographer III	25.01
13074 - Photographer IV	30.59
13075 - Photographer V	37.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040 - Sewage Plant Operator	25.62
25070 - Stationary Engineer	30.04
25190 - Ventilation Equipment Tender	21.51
25210 - Water Treatment Plant Operator	25.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.21
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	27.65
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	31.54
27132 - Police Officer II	35.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	12.43
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.39
28515 - Recreation Specialist	19.33
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.59
29020 - Hatch Tender	30.59
29030 - Line Handler	30.59
29041 - Stevedore I	28.40
29042 - Stevedore II	32.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	27.26
30051 - Cryogenic Technician I	24.09
30052 - Cryogenic Technician II	26.61
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	24.57
30095 - Evidence Control Specialist	21.76
30210 - Laboratory Technician	26.29
30221 - Latent Fingerprint Technician I	24.09
30222 - Latent Fingerprint Technician II	26.61
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5529
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		22.42
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.73
15020 - Aircrew Training Devices Instructor (Rated)		34.76
15030 - Air Crew Training Devices Instructor (Pilot)		41.66
15050 - Computer Based Training Specialist / Instructor		28.73
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.66
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086 - Maintenance Test Pilot, Rotary Wing		41.66
15088 - Non-Maintenance Test/Co-Pilot		41.66
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		24.95
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		19.75
21040 - Material Expediter		19.75
21050 - Material Handling Laborer		14.54
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.81
21130 - Shipping/Receiving Clerk		15.81
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		22.69
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		19.74
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.69
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		24.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.84
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.31
01531	- Travel Clerk I	14.71
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.73
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	19.83
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	14.81
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.42
07042	- Cook II	16.56
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.40
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.37
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.20
09040	- Furniture Handler	16.86
09080	- Furniture Refinisher	19.20
09090	- Furniture Refinisher Helper	16.86
09110	- Furniture Repairer, Minor	18.01
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.02
11060	- Elevator Operator	12.02
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.43
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.39
12011	- Breath Alcohol Technician	21.47
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.44
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		29.28
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086 - Maintenance Test Pilot, Rotary Wing		41.67
15088 - Non-Maintenance Test/Co-Pilot		41.67
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		30.26
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.65
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.55
16220 - Tailor		15.44
16250 - Washer, Machine		11.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.20
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.52
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.52
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	21.94
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	20.13
05040	- Automotive Glass Installer	19.04
05070	- Automotive Worker	19.04
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	21.20
05160	- Motor Equipment Metal Worker	19.04
05190	- Motor Vehicle Mechanic	21.20
05220	- Motor Vehicle Mechanic Helper	15.81
05250	- Motor Vehicle Upholstery Worker	17.96
05280	- Motor Vehicle Wrecker	19.04
05310	- Painter, Automotive	20.13
05340	- Radiator Repair Specialist	19.04
05370	- Tire Repairer	13.59
05400	- Transmission Repair Specialist	21.20
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	13.24
07042	- Cook II	14.83
07070	- Dishwasher	10.40
07130	- Food Service Worker	10.83
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.39
09040	- Furniture Handler	13.14
09080	- Furniture Refinisher	17.39
09090	- Furniture Refinisher Helper	14.32
09110	- Furniture Repairer, Minor	15.76
09130	- Upholsterer	17.39
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.34
11060	- Elevator Operator	11.34
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.51
11240	- Maid or Houseman	10.72
11260	- Pruner	11.87
11270	- Tractor Operator	13.88
11330	- Trail Maintenance Worker	12.51
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	19.58
12011	- Breath Alcohol Technician	20.00
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.82
05040	- Automotive Glass Installer	18.24
05070	- Automotive Worker	18.24
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	19.82
05160	- Motor Equipment Metal Worker	18.24
05190	- Motor Vehicle Mechanic	19.94
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.25
05280	- Motor Vehicle Wrecker	18.24
05310	- Painter, Automotive	19.03
05340	- Radiator Repair Specialist	18.24
05370	- Tire Repairer	13.22
05400	- Transmission Repair Specialist	19.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.73
07130	- Food Service Worker	10.41
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.63
11060	- Elevator Operator	11.69
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	13.22
11240	- Maid or Houseman	10.81
11260	- Pruner	12.16
11270	- Tractor Operator	14.83
11330	- Trail Maintenance Worker	13.22
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5545
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	17.59
01410	- Supply Technician	23.72
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	14.47
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.34
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.29
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.48
07042	- Cook II	16.19
07070	- Dishwasher	10.95
07130	- Food Service Worker	11.62
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.59
09040	- Furniture Handler	17.77
09080	- Furniture Refinisher	22.59
09090	- Furniture Refinisher Helper	19.65
09110	- Furniture Repairer, Minor	21.14
09130	- Upholsterer	22.59
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.98
11060	- Elevator Operator	13.18
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.10
12011	- Breath Alcohol Technician	20.83
12012	- Certified Occupational Therapist Assistant	26.94
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.59
12025	- Dental Hygienist	45.64
12030	- EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		30.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.81
15030 - Air Crew Training Devices Instructor (Pilot)		42.69
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		29.69
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086 - Maintenance Test Pilot, Rotary Wing		41.68
15088 - Non-Maintenance Test/Co-Pilot		41.68
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.81
16030 - Counter Attendant		10.81
16040 - Dry Cleaner		12.89
16070 - Finisher, Flatwork, Machine		10.81
16090 - Presser, Hand		10.81
16110 - Presser, Machine, Drycleaning		10.81
16130 - Presser, Machine, Shirts		10.81
16160 - Presser, Machine, Wearing Apparel, Laundry		10.81
16190 - Sewing Machine Operator		13.74
16220 - Tailor		14.56
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.54
19040 - Tool And Die Maker		30.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.47
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		19.94
21130 - Shipping/Receiving Clerk		19.94
21140 - Store Worker I		16.11
21150 - Stock Clerk		20.30
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.36
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.36
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086 - Maintenance Test Pilot, Rotary Wing		34.60
15088 - Non-Maintenance Test/Co-Pilot		34.60
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.89
15120 - Tutor		17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.79
21030 - Material Coordinator		20.37
21040 - Material Expediter		20.37
21050 - Material Handling Laborer		13.74
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.79
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		16.79
21410 - Warehouse Specialist		16.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		22.01
23021 - Aircraft Mechanic I		25.97
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.61
23040 - Aircraft Mechanic Helper		19.36
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		22.01
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410	- Supply Technician	22.80
01420	- Survey Worker	17.33
01460	- Switchboard Operator/Receptionist	13.66
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	15.07
01612	- Word Processor II	16.91
01613	- Word Processor III	18.91
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	20.08
05010	- Automotive Electrician	18.93
05040	- Automotive Glass Installer	17.82
05070	- Automotive Worker	17.82
05110	- Mobile Equipment Servicer	15.82
05130	- Motor Equipment Metal Mechanic	20.08
05160	- Motor Equipment Metal Worker	17.82
05190	- Motor Vehicle Mechanic	20.08
05220	- Motor Vehicle Mechanic Helper	14.82
05250	- Motor Vehicle Upholstery Worker	16.81
05280	- Motor Vehicle Wrecker	17.82
05310	- Painter, Automotive	18.93
05340	- Radiator Repair Specialist	17.82
05370	- Tire Repairer	15.43
05400	- Transmission Repair Specialist	20.08
07000	- Food Preparation And Service Occupations	
07010	- Baker	17.23
07041	- Cook I	15.37
07042	- Cook II	17.23
07070	- Dishwasher	10.51
07130	- Food Service Worker	10.88
07210	- Meat Cutter	17.51
07260	- Waiter/Waitress	12.54
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.59
09040	- Furniture Handler	14.80
09080	- Furniture Refinisher	22.59
09090	- Furniture Refinisher Helper	17.79
09110	- Furniture Repairer, Minor	20.17
09130	- Upholsterer	22.59
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.88
11060	- Elevator Operator	12.88
11090	- Gardener	16.89
11122	- Housekeeping Aide	14.75
11150	- Janitor	16.03
11210	- Laborer, Grounds Maintenance	12.77
11240	- Maid or Houseman	10.87
11260	- Pruner	11.97
11270	- Tractor Operator	15.28
11330	- Trail Maintenance Worker	12.77
11360	- Window Cleaner	18.02
12000	- Health Occupations	
12010	- Ambulance Driver	18.43
12011	- Breath Alcohol Technician	18.43
12012	- Certified Occupational Therapist Assistant	25.28
12015	- Certified Physical Therapist Assistant	26.70
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	43.92
12030	- EKG Technician	27.92
12035	- Electroneurodiagnostic Technologist	27.92
12040	- Emergency Medical Technician	18.43

12071 - Licensed Practical Nurse I	16.47
12072 - Licensed Practical Nurse II	18.43
12073 - Licensed Practical Nurse III	20.54
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.39
12190 - Medical Record Technician	17.22
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	19.06
12236 - Optical Technician	16.47
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	28.95
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	22.82
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040 - Sewage Plant Operator	25.55
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	25.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	15.41
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.49
28515 - Recreation Specialist	21.20
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	22.52
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	24.78
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30095 - Evidence Control Specialist	19.18
30210 - Laboratory Technician	23.90
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.94
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320	- Service Order Dispatcher	17.47
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.33
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	14.80
01533	- Travel Clerk III	15.93
01611	- Word Processor I	13.51
01612	- Word Processor II	15.16
01613	- Word Processor III	16.97
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	18.37
05040	- Automotive Glass Installer	17.37
05070	- Automotive Worker	17.37
05110	- Mobile Equipment Servicer	15.33
05130	- Motor Equipment Metal Mechanic	19.39
05160	- Motor Equipment Metal Worker	17.37
05190	- Motor Vehicle Mechanic	19.39
05220	- Motor Vehicle Mechanic Helper	14.33
05250	- Motor Vehicle Upholstery Worker	16.37
05280	- Motor Vehicle Wrecker	17.37
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	17.37
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	19.39
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.66
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.93
07130	- Food Service Worker	10.48
07210	- Meat Cutter	16.38
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.82
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.84
11060	- Elevator Operator	11.55
11090	- Gardener	16.67
11122	- Housekeeping Aide	11.55
11150	- Janitor	11.55
11210	- Laborer, Grounds Maintenance	13.39
11240	- Maid or Houseman	10.60
11260	- Pruner	12.52
11270	- Tractor Operator	15.58
11330	- Trail Maintenance Worker	13.39
11360	- Window Cleaner	12.57
12000	- Health Occupations	
12010	- Ambulance Driver	19.47
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	19.27
12025	- Dental Hygienist	38.16
12030	- EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		22.85
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086 - Maintenance Test Pilot, Rotary Wing		36.53
15088 - Non-Maintenance Test/Co-Pilot		36.53
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		25.47
15110 - Test Proctor		16.82
15120 - Tutor		16.82
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.37
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.64
23019 - Aircraft Logs and Records Technician		18.98
23021 - Aircraft Mechanic I		22.49
23022 - Aircraft Mechanic II		23.64
23023 - Aircraft Mechanic III		24.82
23040 - Aircraft Mechanic Helper		16.62
23050 - Aircraft, Painter		21.31
23060 - Aircraft Servicer		18.98
23070 - Aircraft Survival Flight Equipment Technician		21.31
23080 - Aircraft Worker		20.14
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	14.05
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	13.71
01612	- Word Processor II	15.39
01613	- Word Processor III	17.22
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.67
05040	- Automotive Glass Installer	16.70
05070	- Automotive Worker	16.70
05110	- Mobile Equipment Servicer	14.75
05130	- Motor Equipment Metal Mechanic	18.65
05160	- Motor Equipment Metal Worker	16.70
05190	- Motor Vehicle Mechanic	18.65
05220	- Motor Vehicle Mechanic Helper	13.79
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.70
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.70
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.65
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.15
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.56
07130	- Food Service Worker	10.51
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	11.52
11090	- Gardener	15.96
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.85
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.54
12000	- Health Occupations	
12010	- Ambulance Driver	19.81
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	39.52
12030	- EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		28.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086 - Maintenance Test Pilot, Rotary Wing		34.88
15088 - Non-Maintenance Test/Co-Pilot		34.88
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.13
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	18.49
01410	- Supply Technician	22.62
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	21.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.31
07070	- Dishwasher	9.65
07130	- Food Service Worker	10.57
07210	- Meat Cutter	16.87
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.34
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.36
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.24
11060	- Elevator Operator	12.95
11090	- Gardener	15.89
11122	- Housekeeping Aide	13.27
11150	- Janitor	13.27
11210	- Laborer, Grounds Maintenance	12.58
11240	- Maid or Houseman	11.47
11260	- Pruner	11.49
11270	- Tractor Operator	14.79
11330	- Trail Maintenance Worker	12.58
11360	- Window Cleaner	14.48
12000	- Health Occupations	
12010	- Ambulance Driver	19.04
12011	- Breath Alcohol Technician	19.93
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	17.72
12025	- Dental Hygienist	36.69
12030	- EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320	- Service Order Dispatcher	16.54
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.11
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	12.90
01612	- Word Processor II	14.48
01613	- Word Processor III	16.19
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.35
05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.86
07130	- Food Service Worker	9.74
07210	- Meat Cutter	16.67
07260	- Waiter/Waitress	9.91
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.25
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.58
11060	- Elevator Operator	11.36
11090	- Gardener	15.72
11122	- Housekeeping Aide	11.36
11150	- Janitor	11.36
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	10.17
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.36
12000	- Health Occupations	
12010	- Ambulance Driver	18.48
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.27
12025	- Dental Hygienist	36.45
12030	- EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		33.11
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		13.70
21071 - Order Filler		12.32
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.33
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	12.12
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	14.84
01533 - Travel Clerk III	15.96
01611 - Word Processor I	13.64
01612 - Word Processor II	15.31
01613 - Word Processor III	17.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.28
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.59
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.73
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.37
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.37
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	37.49
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		31.98
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086	- Maintenance Test Pilot, Rotary Wing		37.75
15088	- Non-Maintenance Test/Co-Pilot		37.75
15090	- Technical Instructor		20.39
15095	- Technical Instructor/Course Developer		26.69
15110	- Test Proctor		17.16
15120	- Tutor		17.16
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.09
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.19
16220	- Tailor		15.31
16250	- Washer, Machine		11.60
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		15.47
21030	- Material Coordinator		20.24
21040	- Material Expediter		20.24
21050	- Material Handling Laborer		12.69
21071	- Order Filler		12.85
21080	- Production Line Worker (Food Processing)		15.47
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.19
21150	- Stock Clerk		17.22
21210	- Tools And Parts Attendant		15.47
21410	- Warehouse Specialist		15.47
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		25.19
23019	- Aircraft Logs and Records Technician		20.80
23021	- Aircraft Mechanic I		23.99
23022	- Aircraft Mechanic II		25.19
23023	- Aircraft Mechanic III		26.46
23040	- Aircraft Mechanic Helper		17.18
23050	- Aircraft, Painter		21.90
23060	- Aircraft Servicer		20.80
23070	- Aircraft Survival Flight Equipment Technician		21.90
23080	- Aircraft Worker		21.49
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5583
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	22.85
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.72
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.96
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.89
07042	- Cook II	14.63
07070	- Dishwasher	9.64
07130	- Food Service Worker	10.66
07210	- Meat Cutter	16.19
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.24
09040	- Furniture Handler	12.48
09080	- Furniture Refinisher	18.54
09090	- Furniture Refinisher Helper	14.57
09110	- Furniture Repairer, Minor	16.67
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.20
11060	- Elevator Operator	12.18
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.18
11150	- Janitor	12.18
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	15.62
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.32
12000	- Health Occupations	
12010	- Ambulance Driver	20.94
12011	- Breath Alcohol Technician	20.94
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	37.49
12030	- EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086 - Maintenance Test Pilot, Rotary Wing		41.12
15088 - Non-Maintenance Test/Co-Pilot		41.12
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		19.57
15120 - Tutor		19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.95
21040 - Material Expediter		20.95
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		15.70
21130 - Shipping/Receiving Clerk		15.70
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.19
23019 - Aircraft Logs and Records Technician		22.51
23021 - Aircraft Mechanic I		26.77
23022 - Aircraft Mechanic II		28.19
23023 - Aircraft Mechanic III		29.61
23040 - Aircraft Mechanic Helper		19.68
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.51
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		23.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

Click OLE icon to access word processing. Execute to create a new Modification.



Contract:	00075834	00000	Facility:	TBL	Contract Status:	ISSUED	04/25/2017	
Modification:	001	Previous	Next	Facility Group:	TBL	Modification Status:	ISSUED	05/02/2017
Modified By:	(b) (6)		Company:	TBL	Execution Date:	05/02/2017		
Project:	0001392		Print Status:	<input type="checkbox"/>	Image:		Execute	
Title:	ADMINISTRATIVE MOD TO CORRECT DATES							
Modification Type:	ADMIN							

Modification Details

Contract Value

Prior:

Modification:

New Value: [USD](#)

NTX:

Pricing Method

Prior: NFO

Modification:

Start Date and End Date

Prior: 05/01/2017 - 04/30/2018

Modification: 05/14/2017 - 05/12/2018

Vendor

Prior: TRIINTTE 00

Modification:

Scope Details

Modification Scope



Scope Updated:

Related Information

- [Resources](#)
- [Milestones](#)
- [NAICS WMBE I...](#)
- [Communication...](#)
- [Contacts](#)
- [Documents](#)
- [Change Request](#)
- [Forecast](#)

UNITED STATES
GOVERNMENT

MASTER AGREEMENT



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075834
Release : 00000
Page : 1

Vendor:

TRIAD INTERNATIONAL TECHNOLOGY INC
12520 SW 68TH AVENUE
SUITE B
TIGARD OR 97223

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Fax :

Attn: RICHARD AMICCI

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 30

Performance Period: 05/14/17 - 05/11/19

(b) (6)

Contractor Signature
Richard Amicci / Sr Manager

Printed Name/Title

05/14/2018

Date Signed

(b) (6)

BPA Contracting Officer

Date Signed

Digitally signed by Cody L. Rodriguez
DN: cn=Cody L. Rodriguez, o=Bonneville Power
Administration, ou=NSSF-4, email=clrodriguez@bpa.gov, c=US
Date: 2018.05.14 15:44:48 -0700

Title : EXERCISE OPTION YEAR ONE

Modification: 002

Modified Performance Period: - 05/11/19

Modification Value:

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(MAR 2018)(BPI 19.4)**

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(MAR 2018)(BPI 22.5.6(F))**

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation

in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.
- 4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:
- Cyber & Physical Security training
 - FERC Standards of Conduct training
 - BPA Travel System training
 - Asset Suite and PeopleSoft user training
 - Records management training
 - Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

- 4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.
- 4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.
- 4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.
- 4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.
- 4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

- 5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.
- 5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. **General**

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075834
Release : 00000
Page : 1

Vendor:
TRIAD INTERNATIONAL TECHNOLOGY INC
12520 SW 68TH AVENUE
SUITE B
TIGARD OR 97223

Please Direct Inquiries to:
CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: RICHARD AMICCI

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 05/14/17 - 05/11/20

Unilateral; No Signature Required	(b) (6)
Contractor Signature	BPA Contracting Officer
Printed Name/Title	4/11/2019
Date Signed	Date Signed

Title : EXERCISE OPTION PERIOD 2
Modification: 003
Modified Performance Period: - 05/11/20
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

- 10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);
- 10.7.2.2. Scheduling skills assessments/interviews
- 10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation
- 10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;
- 10.7.2.5. Invoicing.
- 10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75834		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 4/24/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
TRIAD INTERNATIONAL TECHNOLOGY INC

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.04.24 11:00:12 -07'00'	15c. Date Signed: 04/24/2020

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
- (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75834		2. Amendment/Modification Number: ... - 005	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)


The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

TRIAD INTERNATIONAL TECHNOLOGY INC

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6)  Digitally signed by Cody L. Rodriguez Date: 2020.11.19 18:31:03 -08'00'	15c. Date Signed: 11/19/2020
		(Signature of Contracting Officer)	

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075836
Release : 00000
Page : 1

Vendor:
VANDERHOUWEN & ASSOCIATES INC
6342 SW MACADAM AVE
PORTLAND OR 97239

Please Direct Inquiries to:

JOSHUA S. KULAK
Title: CONTRACT SPECIALIST
Phone: 360-418-2766
Fax : 360-418-2362

Attn: JOHN NIEMER

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 30

Performance Period: 05/14/17 - 05/12/18

(b) (6)

(b) (6)

JOSHUA KULAK
2017.05.08 12:51:20 -0700'

Contractor Signature

John Niemer

BPA Contracting Officer

Printed Name/Title

5/5/17

05/08/2017

Date Signed

Date Signed

SUPPLEMENTAL LABOR MASTER AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	3
MASTER AGREEMENT-BASIC TERMS (28-1.3)M	3
SCHEDULE OF PRICING (28-2)M	3
INVOICE (28-3)M	3
PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M	4
INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)	8
CHANGES (28-6)	9
STOP WORK ORDER (28-7)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	10
TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)	10
TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	10
WARRANTY (28-11)	11
LIMITATION OF LIABILITY (28-12)	11
DISPUTES (28-13)	11
INDEMNIFICATION (28-14)	11
TITLE (28-16)	11
TAXES (28-17)	11
ASSIGNMENT (28-18)	11
OTHER COMPLIANCES (28-19)	11
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)	12
ORDER OF PRECEDENCE (28-21)	13
APPLICABLE LAW (28-22)	14
UNIT 2 – OTHER CLAUSES	14
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	14
PRIVACY PROTECTION (5-2)	14
PRIVACY ACT (5-3)	15
INFORMATION ASSURANCE (6-3)	15
COMPUTER FRAUD AND ABUSE ACT (7-13)	16
SERVICE CONTRACT LABOR STANDARDS (10-3)	16
SERVICE CONTRACT WAGE DETERMINATION (10-5)	21
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	22
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	22
SUBCONTRACTS (14-7)	22
HOMELAND SECURITY (14-17)	22
BANKRUPTCY (14-18)	23
CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)	23
CONTRACTOR SAFETY AND HEALTH (15-12)	23
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)	25
ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)	27
INSURANCE (16-2)	27
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	28
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	29
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	30
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	30
LIMITATION ON TRAVEL COSTS (22-50)M	30

CONTINUITY OF SERVICES (23-1)M	31
KEY PERSONNEL (23-2)M	31
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	31
UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR	32
OBJECTIVE	32
BACKGROUND	32
1. GENERAL	32
2. BUSINESS CONDUCT	32
3. LOCATION OF PROJECT	33
4. PROPERTY AND SERVICES	34
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	36
6. DEFINITIONS	37
7. RELEASE OF CONTRACT PERSONNEL	37
8. CONTRACT PERSONNEL LIMITATIONS	38
9. CONTRACT PERSONNEL EVALUATIONS	39
10. OPERATIONAL REQUIREMENTS	39
11. PREFERRED CONTRACTOR STRUCTURE	42
12. CONTRACTOR PERFORMANCE EVALUATION	42
13. CONTRACTOR REPRESENTATIVE	42
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	43
15. SECURITY	43
16. CONTRACT PERSONNEL IDENTIFICATION	44
17. SAFETY AND HEALTH REQUIREMENTS	44
UNIT 4 — WAGE DETERMINATIONS	46

UNIT 1 — COMMERCIAL

MASTER AGREEMENT-BASIC TERMS (28-1.3)M (APRIL 2017)(BPI 28.3.4)

- a) This is a Time and Materials Master Agreement for one year with nine one year option periods. By signing the Master Agreement cover page, BPA and the Contractor agree that BPA is under no obligation until a binding order (release), subject to the Master Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. BPA is obligated only to the extent of authorized orders actually placed against this Master Agreement.
- b) This Master Agreement shall become effective upon BPA's receipt of the fully executed Master Agreement. The orders (releases) become binding contracts upon BPA's receipt of the Contractor's written confirmation of the order. The Master Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA's Convenience.
- c) Ordering: Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2)M (APRIL 2017)(BPI 28.3.4)

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement Basic Terms (28-1.3)M." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (APRIL 2017) BPI 28.3.4)

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Deduction of Fieldglass fee, if applicable.
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

(c) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)M
(APRIL 2017)(BPI 28.3.4)**

(1) Services accepted. Payments shall be made for services accepted by BPA that have been delivered to the delivery destination(s) set forth in this contract. BPA will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, BPA will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to BPA and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to BPA for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0

(2) Total cost. It is estimated that the total cost to BPA for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to BPA for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to BPA for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, BPA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by Credit/Debit Memo in Fieldglass or by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to BPA under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

- (ii) BPA may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a BPA check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon BPA’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging BPA, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that BPA is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of BPA against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT).

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

(iii) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration

email: VendorMaintenance@BPA.gov

PO Box 491

phone: 360-418-2800

ATTN: NSTS-MODW Vendor Maintenance

fax: 360-418-8904

Vancouver, WA 98666-0491

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2)
(JUL 2013)(BPI 28.3.4)**

(a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.

(b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract

requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

- (e) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(JUL 2013)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.

- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)**

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)
(JUL 2013)(BPI 28.3.4)**

BPA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide BPA, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor Rate, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by BPA shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor Rate, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(JUL 2013)(BPI 28.3.3.7)**

BPA reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to BPA for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(JUL 2013)(BPI 28.3.4)

The Contractor shall indemnify BPA and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

TITLE (28-16)
(JUL 2013)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to BPA upon acceptance, regardless of when or where BPA takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(JUL 2013) (BPI 28.3.4)

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)
(JUN 2016)(BPI 28.3.4)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (3) Contractor Employee Whistleblower Rights (Clause 3-10)
- (4) Printing (Clause 6-2)
- (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (6) Buy American-Supplies (Clause 9-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (11) Equal Opportunity for Veterans (Clause 10-19)
- (12) Employment Reports on Veterans (Clause 10-20)
- (13) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (14) Combating Trafficking in Persons (Clause 10-25)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Requirements for US Flag Vessel (Clause 14-16)
- (17) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)
 - Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - Recovered Materials (Clause 15-10)
 - Bio-Based Materials (Clause 15-11)
- (18) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

- (1) Organizational Conflicts of Interest (Clause 3-2)
- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
- (4) Contractor Employee Whistleblower Rights (Clause 3-10)
- (5) Printing (Clause 6-2)
- (6) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (7) Restriction on Certain Foreign Purchases (Clause 9-8)
- (8) Equal Opportunity (Clause 10-1)
- (9) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (10) Service Contract Labor Standards (Clause 10-3), see attached text.
- (11) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (12) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (13) Employment Eligibility Verification (Clause 10-18)
- (14) Equal Opportunity for Veterans (Clause 10-19)
- (15) Employment Reports on Veterans (Clause 10-20)
- (16) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (17) Combating Trafficking in Persons (Clause 10-25)
- (18) Minimum Wage for Federal Contracts (Clause 10-28)
- (19) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (20) Sustainability:
 - Ozone Depleting Substances (Clause 15-7)
 - Refrigeration Equipment (Clause 15-8)

- Energy Efficiency in Energy Consuming Products (Clause 15-9)
- Recovered Materials (Clause 15-10)
- Bio-Based Materials (Clause 15-11)
- (21) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (22) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to:
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iii) Equal Opportunity (Clause 10-1),
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Service Contract Labor Standards (Clause 10-3).
 - (vi) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
 - (vii) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
 - (viii) Equal Opportunity for Veterans (Clause 10-19)
 - (ix) Employment Reports on Veterans (Clause 10-20)
 - (x) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (xi) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (xii) Combating Trafficking in Persons (Clause 10-25)
 - (xiii) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xiv) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
 - (xv) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xvi) Nondisplacement of Qualified Workers (Clause 23-5).

(e) Text of clauses incorporated by reference is available at <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

**ORDER OF PRECEDENCE (28-21)
(JUL 2013)(BPI 28.3.4)(BPI 17.3.1.1)**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4)**

United States law will apply to resolve any claim of breach of this contract.

UNIT 2 – OTHER CLAUSES

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 2005) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY PROTECTION (5-2)
(FEB 2016)(BPI 5.1.4)**

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence; using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches
- (e) Report any PII security breach to BPA within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than BPA without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from BPA before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;

- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

**PRIVACY ACT (5-3)
(FEB2016)(BPI 5.1.4)**

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974, (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals. Employees of BPA may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered to be employees of BPA.

**INFORMATION ASSURANCE (6-3)
(FEB 2016)(BPI 6.13.4)**

- (a) In performance of this contract, the contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. If the contract statement of work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the statement of work or specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 2004) (BPI 7.2.4.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. § 1001 and 1030.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 2014)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected

employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll

during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD

Number	Revision	Date
15-4281	5	3/17/2017
15-5399	1	1/25/2017
15-5401	1	1/25/2017
15-5507	1	1/17/2017
15-5515	1	1/17/2017
15-5519	2	12/30/2016
15-5527	1	1/12/2017
15-5529	1	1/12/2017
15-5533	1	1/12/2017
15-5535	1	1/12/2017
15-5537	1	1/12/2017
15-5541	1	1/12/2017
15-5545	2	12/30/2016
15-5559	1	1/12/2017
15-5561	2	12/30/2016
15-5563	1	1/12/2017
15-5565	1	1/12/2017
15-5569	1	1/12/2017
15-5573	1	1/12/2017
15-5579	1	1/12/2017
15-5581	2	12/30/2016
15-5583	2	12/30/2016

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(FEB 2016)(BPI 14.3.1)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**SUBCONTRACTS (14-7)
(SEP 1998)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**HOMELAND SECURITY (14-17)
(DEC 2012)(BPI 14. 9.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
(FEB 2016)(BPI 15.3.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) BPA Smoking Policy (BPAM 165),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (BPA Security Standards Manual, Chapter 200-3),
 - (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
 - (7) Cyber Security Program (BPA Policy 434-1),
 - (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
 - (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
 - (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
 - (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
 - (12) Preservation of property ([41 CFR § 102-74.380](#)),
 - (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
 - (14) Disturbances ([41 CFR § 102-74.390](#)),
 - (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
 - (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
 - (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
 - (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
 - (19) [Dogs and Other Animals Prohibited \(41 CFR § 102-74.425\)](#)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 2014)(BPI 15.6.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598).

Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe

physical hardship before the imminence of such danger could be eliminated through normal procedures.

- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)
(FEB 2016) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:

- (1) BPA Policy 434-1: Cyber Security Program
- (2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.
- (3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications
- (4) Additional requirements and procedures may be included in the statement of work and the technical specifications.

- (b) Notifying BPA of Contractor Personnel Changes:

- (1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.
- (2) The Contractor shall send notification to BPA Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
- (3) The Contractor shall provide written notification to the COTR and the CO confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.

- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to BPA facilities or computer system access.

**INSURANCE (16-2)
(APR 2014)(BPI 16.3.5)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration
Attention: Supplemental Labor Management Office - NSP – Contracting Officer

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) Commercial General liability. The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) Automobile liability. The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (7) Professional liability. The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(OCT 2011)(BPI 17.6.2.2.2)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection

as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(DEC 2012)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.

(f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.

(g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the

Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 1998)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 2010)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**LIMITATION ON TRAVEL COSTS (22-50)M
(JUNE 16)**

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**CONTINUITY OF SERVICES (23-1)M
(APRIL 17)(BPI 23.1.5.2)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

**KEY PERSONNEL (23-2)M
(JUNE 16)(BPI 23.1.5.2)**

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 1998)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

UNIT 3 — STATEMENT OF WORK SUPPLEMENTAL LABOR

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity,

general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines

it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.

- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract Personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access-** Supplier and Contract Workers shall hold BPA harmless from any claims or losses if the Supplier or Contract Worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Supplier or Contract Workers use of myPC from their personal computer or IT equipment.
- 4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.

- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract Personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees.

- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.
- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility

for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.

- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:
- 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding (MOU). Off-site work is to be performed in the BPA service area.
 - 10.2.1.2. Contract personnel must follow all regulations, guidelines in the MOU, and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The

Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees of the contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. Contract Personnel Resignation Notification. The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. Contractor Termination of Contract personnel. When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 Tax Treatment. Contractor shall issue W2 statements to all contract personnel performing work under this master agreement. The contract worker must be a direct W-2 employee of the Contractor.

10.12 Security. Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

- 11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.
- 11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

- 12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.
- 12.2. Evaluation criteria will be based upon key performance indicators.
- 12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.
 - 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
 - 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
 - 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
 - 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
 - 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
 - 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.

13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.

14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.

14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.

15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

- 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
- 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
- 15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

UNIT 4 — WAGE DETERMINATIONS

WD 15-4281 (Rev.-5) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiiong Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5399 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5399
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yelwstne Natl P

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.94
01012 - Accounting Clerk II		14.53
01013 - Accounting Clerk III		16.26
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.99
01042 - Customer Service Representative II		13.49
01043 - Customer Service Representative III		14.72
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		12.88
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.98
01192 - Order Clerk II		14.17
01261 - Personnel Assistant (Employment) I		14.72
01262 - Personnel Assistant (Employment) II		16.47
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		20.94
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18

01312	- Secretary II	14.74
01313	- Secretary III	17.50
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.53
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.95
01612	- Word Processor II	14.54
01613	- Word Processor III	16.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.51
05010	- Automotive Electrician	16.06
05040	- Automotive Glass Installer	15.17
05070	- Automotive Worker	15.17
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	16.97
05160	- Motor Equipment Metal Worker	15.17
05190	- Motor Vehicle Mechanic	16.97
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.30
05280	- Motor Vehicle Wrecker	15.17
05310	- Painter, Automotive	16.06
05340	- Radiator Repair Specialist	15.17
05370	- Tire Repairer	13.27
05400	- Transmission Repair Specialist	16.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.28
07210	- Meat Cutter	14.14
07260	- Waiter/Waitress	8.85
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.96
09040	- Furniture Handler	11.23
09080	- Furniture Refinisher	15.96
09090	- Furniture Refinisher Helper	12.70
09110	- Furniture Repairer, Minor	14.21
09130	- Upholsterer	15.96
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.16
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.16
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	12.65
11240	- Maid or Houseman	9.55
11260	- Pruner	11.32
11270	- Tractor Operator	15.00
11330	- Trail Maintenance Worker	12.65
11360	- Window Cleaner	12.48
12000	- Health Occupations	
12010	- Ambulance Driver	12.57
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.34

12025 - Dental Hygienist	32.09
12030 - EKG Technician	25.21
12035 - Electroneurodiagnostic Technologist	25.21
12040 - Emergency Medical Technician	12.57
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.65
12313 - Registered Nurse II, Specialist	28.65
12314 - Registered Nurse III	34.66
12315 - Registered Nurse III, Anesthetist	34.66
12316 - Registered Nurse IV	41.54
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	11.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.52
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	25.11
13047 - Librarian	21.19
13050 - Library Aide/Clerk	10.76
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	12.55
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		25.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.49
15086 - Maintenance Test Pilot, Rotary Wing		37.49
15088 - Non-Maintenance Test/Co-Pilot		37.49
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		14.36
21130 - Shipping/Receiving Clerk		14.36
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.15
23019 - Aircraft Logs and Records Technician		21.13
23021 - Aircraft Mechanic I		24.77
23022 - Aircraft Mechanic II		26.15
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		19.33
23050 - Aircraft, Painter		23.94
23060 - Aircraft Servicer		21.13
23070 - Aircraft Survival Flight Equipment Technician		23.94
23080 - Aircraft Worker		22.13

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.71
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.80
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.86
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.66
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	19.38
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	21.68
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.99

24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.60
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.60
27102 - Guard II	13.28
27131 - Police Officer I	22.04
27132 - Police Officer II	24.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.20
28210 - Gate Attendant/Gate Tender	15.38
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.56
28515 - Recreation Specialist	13.96
28630 - Sports Official	13.71
28690 - Swimming Pool Operator	15.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.25
29042 - Stevedore II	23.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.77
30052 - Cryogenic Technician II	24.05
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68

30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	19.65
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.77
30222 - Latent Fingerprint Technician II	24.05
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.55
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	24.05
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	24.05
30461 - Technical Writer I	19.65
30462 - Technical Writer II	24.05
30463 - Technical Writer III	29.09
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.77
30502 - Weather Forecaster II	26.48
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	18.45
31364 - Truckdriver, Tractor-Trailer	18.45
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	25.90
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82
99842 - Vending Machine Repairer Helper	13.33

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5401 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5401
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana Counties of Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.18
01013 - Accounting Clerk III		16.98
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.11
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.37
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		11.47
01112 - General Clerk II		12.52
01113 - General Clerk III		14.05
01120 - Housing Referral Assistant		17.32
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.84
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.26
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		13.18
01311 - Secretary I		13.18
01312 - Secretary II		14.74
01313 - Secretary III		17.32

01320	- Service Order Dispatcher	15.82
01410	- Supply Technician	18.56
01420	- Survey Worker	13.83
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.90
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.59
01611	- Word Processor I	12.37
01612	- Word Processor II	13.89
01613	- Word Processor III	15.54
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.91
05010	- Automotive Electrician	16.67
05040	- Automotive Glass Installer	15.52
05070	- Automotive Worker	15.52
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	17.80
05160	- Motor Equipment Metal Worker	15.52
05190	- Motor Vehicle Mechanic	17.80
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.48
05280	- Motor Vehicle Wrecker	15.52
05310	- Painter, Automotive	16.67
05340	- Radiator Repair Specialist	15.52
05370	- Tire Repairer	13.30
05400	- Transmission Repair Specialist	17.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.11
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.75
07210	- Meat Cutter	12.85
07260	- Waiter/Waitress	8.88
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.56
09040	- Furniture Handler	12.35
09080	- Furniture Refinisher	17.56
09090	- Furniture Refinisher Helper	13.97
09110	- Furniture Repairer, Minor	15.63
09130	- Upholsterer	17.56
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.87
11060	- Elevator Operator	11.19
11090	- Gardener	14.89
11122	- Housekeeping Aide	11.19
11150	- Janitor	11.19
11210	- Laborer, Grounds Maintenance	11.50
11240	- Maid or Houseman	9.55
11260	- Pruner	10.29
11270	- Tractor Operator	13.70
11330	- Trail Maintenance Worker	11.50
11360	- Window Cleaner	12.52
12000	- Health Occupations	
12010	- Ambulance Driver	12.99
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	16.25
12025	- Dental Hygienist	34.86
12030	- EKG Technician	25.05

12035 - Electroneurodiagnostic Technologist	25.05
12040 - Emergency Medical Technician	12.99
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.07
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	14.43
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.48
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	21.19
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	19.13
13058 - Library Technician	13.72
13061 - Media Specialist I	13.97
13062 - Media Specialist II	15.43
13063 - Media Specialist III	17.23
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		22.79
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.93
15086 - Maintenance Test Pilot, Rotary Wing		35.93
15088 - Non-Maintenance Test/Co-Pilot		35.93
15090 - Technical Instructor		18.10
15095 - Technical Instructor/Course Developer		22.13
15110 - Test Proctor		14.60
15120 - Tutor		14.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.69
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16130 - Presser, Machine, Shirts		9.02
16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16190 - Sewing Machine Operator		11.41
16220 - Tailor		12.13
16250 - Washer, Machine		9.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.49
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.91
21150 - Stock Clerk		16.71
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23019 - Aircraft Logs and Records Technician		19.21
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23070 - Aircraft Survival Flight Equipment Technician		21.76
23080 - Aircraft Worker		20.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.12

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.52
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	17.92
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	21.58
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.12
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.87
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	21.97
23440 - Heavy Equipment Operator	21.00
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	12.73
23510 - Locksmith	18.83
23530 - Machinery Maintenance Mechanic	24.78
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	23.85
23592 - Metrology Technician II	25.17
23593 - Metrology Technician III	26.62
23640 - Millwright	22.74
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	24.49
23810 - Plumber, Maintenance	20.21
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	23.98
23870 - Scale Mechanic	20.90
23890 - Sheet-Metal Worker, Maintenance	20.38
23910 - Small Engine Mechanic	17.40
23931 - Telecommunications Mechanic I	26.07
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	23.06
23970 - Woodcraft Worker	23.98
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	9.43
24580 - Child Care Center Clerk	11.76
24610 - Chore Aide	10.49

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.16
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.05
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.01
27010 - Court Security Officer	20.34
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.01
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.76
27132 - Police Officer II	24.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	13.96
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.24
29020 - Hatch Tender	21.24
29030 - Line Handler	21.24
29041 - Stevedore I	20.13
29042 - Stevedore II	23.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	19.28
30023 - Archeological Technician III	23.88
30030 - Cartographic Technician	23.88
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	26.45
30052 - Cryogenic Technician II	29.22
30061 - Drafter/CAD Operator I	17.24
30062 - Drafter/CAD Operator II	19.28
30063 - Drafter/CAD Operator III	21.49
30064 - Drafter/CAD Operator IV	26.45
30081 - Engineering Technician I	14.06
30082 - Engineering Technician II	15.79
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	21.87
30085 - Engineering Technician V	26.77
30086 - Engineering Technician VI	32.38
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	23.88

30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	26.45
30222 - Latent Fingerprint Technician II	29.22
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.02
30362 - Paralegal/Legal Assistant II	18.60
30363 - Paralegal/Legal Assistant III	22.76
30364 - Paralegal/Legal Assistant IV	27.53
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.45
30502 - Weather Forecaster II	32.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.49
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	15.15
31043 - Driver Courier	12.50
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.30
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.56
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	11.16
99260 - Marketing Analyst	21.19
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	12.26
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.26

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5507 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5507
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Bonneville, Butte, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.11
01012 - Accounting Clerk II		14.71
01013 - Accounting Clerk III		16.46
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.86
01042 - Customer Service Representative II		12.21
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.25
01112 - General Clerk II		13.37
01113 - General Clerk III		15.01
01120 - Housing Referral Assistant		17.62
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.30
01262 - Personnel Assistant (Employment) II		16.00
01263 - Personnel Assistant (Employment) III		17.83
01270 - Production Control Clerk		20.36
01290 - Rental Clerk		13.13
01300 - Scheduler, Maintenance		14.13
01311 - Secretary I		14.13
01312 - Secretary II		15.81
01313 - Secretary III		17.62

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	11.51
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.03
01612	- Word Processor II	14.13
01613	- Word Processor III	15.81
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.33
05370	- Tire Repairer	10.61
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	9.80
07042	- Cook II	11.37
07070	- Dishwasher	8.60
07130	- Food Service Worker	9.41
07210	- Meat Cutter	15.84
07260	- Waiter/Waitress	8.79
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	14.27
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	11.56
11240	- Maid or Houseman	9.16
11260	- Pruner	10.14
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.56
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.49
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	22.96
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	34.95
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.52
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.45
12223 - Nursing Assistant III	13.58
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.71
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	23.80
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.46
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.34
15020 - Aircrew Training Devices Instructor (Rated)		36.70
15030 - Air Crew Training Devices Instructor (Pilot)		40.37
15050 - Computer Based Training Specialist / Instructor		30.34
15060 - Educational Technologist		22.81
15070 - Flight Instructor (Pilot)		40.37
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.72
15086 - Maintenance Test Pilot, Rotary Wing		50.72
15088 - Non-Maintenance Test/Co-Pilot		50.72
15090 - Technical Instructor		20.20
15095 - Technical Instructor/Course Developer		24.71
15110 - Test Proctor		16.27
15120 - Tutor		16.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.75
21030 - Material Coordinator		20.36
21040 - Material Expediter		20.36
21050 - Material Handling Laborer		11.44
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		13.75
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		13.75
21410 - Warehouse Specialist		13.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.36

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.59
23140 - Carpet Layer	19.72
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	22.32
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	22.32
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.44
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.32
23592 - Metrology Technician II	23.56
23593 - Metrology Technician III	24.62
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.75
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	22.32
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.32
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	19.94
27010 - Court Security Officer	19.94
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	19.94
27070 - Firefighter	19.94
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	17.51
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.72
29020 - Hatch Tender	19.72
29030 - Line Handler	19.72
29041 - Stevedore I	18.49
29042 - Stevedore II	20.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.65
30051 - Cryogenic Technician I	22.41
30052 - Cryogenic Technician II	24.75
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.24

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.41
30222 - Latent Fingerprint Technician II	24.75
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.53
30362 - Paralegal/Legal Assistant II	21.71
30363 - Paralegal/Legal Assistant III	26.55
30364 - Paralegal/Legal Assistant IV	32.13
30375 - Petroleum Supply Specialist	24.75
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	24.75
30461 - Technical Writer I	22.05
30462 - Technical Writer II	26.97
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.27
31030 - Bus Driver	13.84
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.14
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.27
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5515
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27
01263 - Personnel Assistant (Employment) III		18.13
01270 - Production Control Clerk		18.98
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		15.04
01311 - Secretary I		15.04
01312 - Secretary II		16.83

01313	- Secretary III	18.76
01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	18.88
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.41
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.40
01612	- Word Processor II	15.04
01613	- Word Processor III	16.83
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.42
05010	- Automotive Electrician	15.87
05040	- Automotive Glass Installer	15.66
05070	- Automotive Worker	15.48
05110	- Mobile Equipment Servicer	12.65
05130	- Motor Equipment Metal Mechanic	17.41
05160	- Motor Equipment Metal Worker	15.48
05190	- Motor Vehicle Mechanic	17.41
05220	- Motor Vehicle Mechanic Helper	12.65
05250	- Motor Vehicle Upholstery Worker	14.63
05280	- Motor Vehicle Wrecker	15.48
05310	- Painter, Automotive	16.53
05340	- Radiator Repair Specialist	16.37
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	17.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.09
07041	- Cook I	10.52
07042	- Cook II	12.12
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.81
07210	- Meat Cutter	16.04
07260	- Waiter/Waitress	8.95
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	13.60
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	13.05
09090	- Furniture Refinisher Helper	11.51
09110	- Furniture Repairer, Minor	11.54
09130	- Upholsterer	12.83
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.70
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.40
11240	- Maid or Houseman	9.68
11260	- Pruner	10.88
11270	- Tractor Operator	14.98
11330	- Trail Maintenance Worker	12.40
11360	- Window Cleaner	13.39
12000	- Health Occupations	
12010	- Ambulance Driver	16.49
12011	- Breath Alcohol Technician	16.28
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	15.83
12025	- Dental Hygienist	36.49

12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.95
15095 - Technical Instructor/Course Developer		23.18
15110 - Test Proctor		15.31
15120 - Tutor		15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.98
21040 - Material Expediter		18.98
21050 - Material Handling Laborer		11.94
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		11.05
21150 - Stock Clerk		15.87
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.32
23019 - Aircraft Logs and Records Technician		18.29
23021 - Aircraft Mechanic I		22.21
23022 - Aircraft Mechanic II		23.32
23023 - Aircraft Mechanic III		24.49
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.91
23060 - Aircraft Servicer		18.29
23070 - Aircraft Survival Flight Equipment Technician		20.91
23080 - Aircraft Worker		19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.36

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.21
II		
23110	- Appliance Mechanic	18.73
23120	- Bicycle Repairer	11.25
23125	- Cable Splicer	32.74
23130	- Carpenter, Maintenance	18.08
23140	- Carpet Layer	20.00
23160	- Electrician, Maintenance	20.66
23181	- Electronics Technician Maintenance I	21.33
23182	- Electronics Technician Maintenance II	22.66
23183	- Electronics Technician Maintenance III	26.15
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	20.48
23310	- Fire Extinguisher Repairer	16.86
23311	- Fuel Distribution System Mechanic	21.65
23312	- Fuel Distribution System Operator	17.67
23370	- General Maintenance Worker	17.26
23380	- Ground Support Equipment Mechanic	22.21
23381	- Ground Support Equipment Servicer	18.29
23382	- Ground Support Equipment Worker	19.36
23391	- Gunsmith I	16.86
23392	- Gunsmith II	19.42
23393	- Gunsmith III	22.64
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430	- Heavy Equipment Mechanic	20.48
23440	- Heavy Equipment Operator	18.62
23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	20.61
23470	- Laborer	11.94
23510	- Locksmith	19.23
23530	- Machinery Maintenance Mechanic	23.34
23550	- Machinist, Maintenance	19.18
23580	- Maintenance Trades Helper	13.09
23591	- Metrology Technician I	22.53
23592	- Metrology Technician II	23.66
23593	- Metrology Technician III	24.78
23640	- Millwright	22.64
23710	- Office Appliance Repairer	19.23
23760	- Painter, Maintenance	16.06
23790	- Pipefitter, Maintenance	23.65
23810	- Plumber, Maintenance	21.51
23820	- Pneudraulic Systems Mechanic	22.64
23850	- Rigger	22.64
23870	- Scale Mechanic	19.42
23890	- Sheet-Metal Worker, Maintenance	21.66
23910	- Small Engine Mechanic	15.96
23931	- Telecommunications Mechanic I	25.37
23932	- Telecommunications Mechanic II	26.95
23950	- Telephone Lineman	22.50
23960	- Welder, Combination, Maintenance	17.11
23965	- Well Driller	20.48
23970	- Woodcraft Worker	22.64
23980	- Woodworker	15.71
24000	- Personal Needs Occupations	
24550	- Case Manager	13.29
24570	- Child Care Attendant	9.27
24580	- Child Care Center Clerk	12.47

24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32

30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.57
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5519 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5519
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho

Area: Idaho County of Nez Perce

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.09
01013 - Accounting Clerk III		16.60
01020 - Administrative Assistant		17.47
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		11.85
01042 - Customer Service Representative II		13.33
01043 - Customer Service Representative III		14.54
01051 - Data Entry Operator I		12.66
01052 - Data Entry Operator II		13.83
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.63
01112 - General Clerk II		12.69
01113 - General Clerk III		14.24
01120 - Housing Referral Assistant		18.79
01141 - Messenger Courier		10.94
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.58
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.59
01300 - Scheduler, Maintenance		15.07
01311 - Secretary I		15.07
01312 - Secretary II		16.87
01313 - Secretary III		18.79

01320	- Service Order Dispatcher	16.49
01410	- Supply Technician	17.47
01420	- Survey Worker	12.54
01460	- Switchboard Operator/Receptionist	12.66
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	12.92
01533	- Travel Clerk III	14.04
01611	- Word Processor I	13.43
01612	- Word Processor II	15.07
01613	- Word Processor III	16.87
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.65
05010	- Automotive Electrician	14.56
05040	- Automotive Glass Installer	14.24
05070	- Automotive Worker	14.07
05110	- Mobile Equipment Servicer	12.21
05130	- Motor Equipment Metal Mechanic	15.83
05160	- Motor Equipment Metal Worker	14.07
05190	- Motor Vehicle Mechanic	15.83
05220	- Motor Vehicle Mechanic Helper	11.50
05250	- Motor Vehicle Upholstery Worker	13.30
05280	- Motor Vehicle Wrecker	14.07
05310	- Painter, Automotive	15.03
05340	- Radiator Repair Specialist	15.27
05370	- Tire Repairer	11.02
05400	- Transmission Repair Specialist	15.83
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.89
07041	- Cook I	10.78
07042	- Cook II	12.51
07070	- Dishwasher	8.69
07130	- Food Service Worker	9.68
07210	- Meat Cutter	14.58
07260	- Waiter/Waitress	9.47
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.96
09040	- Furniture Handler	12.09
09080	- Furniture Refinisher	14.36
09090	- Furniture Refinisher Helper	12.66
09110	- Furniture Repairer, Minor	12.69
09130	- Upholsterer	14.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.85
11090	- Gardener	15.29
11122	- Housekeeping Aide	11.06
11150	- Janitor	11.06
11210	- Laborer, Grounds Maintenance	12.36
11240	- Maid or Houseman	8.90
11260	- Pruner	11.15
11270	- Tractor Operator	14.32
11330	- Trail Maintenance Worker	12.36
11360	- Window Cleaner	12.19
12000	- Health Occupations	
12010	- Ambulance Driver	18.14
12011	- Breath Alcohol Technician	16.39
12012	- Certified Occupational Therapist Assistant	24.40
12015	- Certified Physical Therapist Assistant	24.19
12020	- Dental Assistant	16.43
12025	- Dental Hygienist	36.52
12030	- EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	18.14
12071 - Licensed Practical Nurse I	14.64
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	18.26
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.58
12190 - Medical Record Technician	15.20
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.29
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	(see 1) 17.62
14072 - Computer Programmer II	(see 1) 22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086 - Maintenance Test Pilot, Rotary Wing		36.70
15088 - Non-Maintenance Test/Co-Pilot		36.70
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.45
16030 - Counter Attendant		9.45
16040 - Dry Cleaner		11.26
16070 - Finisher, Flatwork, Machine		9.45
16090 - Presser, Hand		9.45
16110 - Presser, Machine, Drycleaning		9.45
16130 - Presser, Machine, Shirts		9.45
16160 - Presser, Machine, Wearing Apparel, Laundry		9.45
16190 - Sewing Machine Operator		11.88
16220 - Tailor		12.54
16250 - Washer, Machine		9.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.25
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		14.25
21110 - Shipping Packer		14.16
21130 - Shipping/Receiving Clerk		14.16
21140 - Store Worker I		11.55
21150 - Stock Clerk		16.58
21210 - Tools And Parts Attendant		14.25
21410 - Warehouse Specialist		14.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.32
23019 - Aircraft Logs and Records Technician		17.99
23021 - Aircraft Mechanic I		21.23
23022 - Aircraft Mechanic II		22.32
23023 - Aircraft Mechanic III		23.39
23040 - Aircraft Mechanic Helper		14.99
23050 - Aircraft, Painter		20.16
23060 - Aircraft Servicer		17.99
23070 - Aircraft Survival Flight Equipment Technician		20.16
23080 - Aircraft Worker		19.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		19.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.23
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	19.21
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.99
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.69
23380 - Ground Support Equipment Mechanic	21.23
23381 - Ground Support Equipment Servicer	17.99
23382 - Ground Support Equipment Worker	19.07
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.07
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	21.37
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.23
23465 - Laboratory/Shelter Mechanic	20.16
23470 - Laborer	11.67
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.23
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.39
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.77
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	19.07
23890 - Sheet-Metal Worker, Maintenance	20.39
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.23
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.81
24610 - Chore Aide	9.56

24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.23
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.23
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.54
27132 - Police Officer II	25.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	12.33
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.99
29042 - Stevedore II	20.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.93
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.46
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	14.29
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	13.04
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5527 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5527
Director	Wage Determinations		Revision No.: 1
			Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.97
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		18.79
01020 - Administrative Assistant		24.65
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.64
01042 - Customer Service Representative II		13.09
01043 - Customer Service Representative III		14.28
01051 - Data Entry Operator I		14.72
01052 - Data Entry Operator II		16.06
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.68
01192 - Order Clerk II		14.93
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	24.65
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.51
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.22
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	13.15
11090 - Gardener	17.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	10.71
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.51
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.16
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	18.51

12071 - Licensed Practical Nurse I	17.04
12072 - Licensed Practical Nurse II	19.06
12073 - Licensed Practical Nurse III	21.26
12100 - Medical Assistant	15.12
12130 - Medical Laboratory Technician	17.61
12160 - Medical Record Clerk	14.92
12190 - Medical Record Technician	16.70
12195 - Medical Transcriptionist	18.70
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	10.62
12222 - Nursing Assistant II	11.94
12223 - Nursing Assistant III	13.03
12224 - Nursing Assistant IV	14.63
12235 - Optical Dispenser	19.06
12236 - Optical Technician	17.90
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	28.22
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	23.47
12320 - Substance Abuse Treatment Counselor	13.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.42
13012 - Exhibits Specialist II	27.79
13013 - Exhibits Specialist III	33.99
13041 - Illustrator I	22.42
13042 - Illustrator II	27.79
13043 - Illustrator III	33.99
13047 - Librarian	30.76
13050 - Library Aide/Clerk	15.60
13054 - Library Information Technology Systems Administrator	27.77
13058 - Library Technician	19.91
13061 - Media Specialist I	20.04
13062 - Media Specialist II	22.44
13063 - Media Specialist III	25.00
13071 - Photographer I	18.05
13072 - Photographer II	20.20
13073 - Photographer III	25.01
13074 - Photographer IV	30.59
13075 - Photographer V	37.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71
15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.64
15120 - Tutor	23.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.99
16030 - Counter Attendant	11.99
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	11.99
16090 - Presser, Hand	11.99
16110 - Presser, Machine, Drycleaning	11.99
16130 - Presser, Machine, Shirts	11.99
16160 - Presser, Machine, Wearing Apparel, Laundry	11.99
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	33.10
23181 - Electronics Technician Maintenance I	28.84
23182 - Electronics Technician Maintenance II	30.89
23183 - Electronics Technician Maintenance III	32.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.97
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	29.27
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	12.98
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	29.27
23592 - Metrology Technician II	30.80
23593 - Metrology Technician III	32.62
23640 - Millwright	33.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	31.14
23810 - Plumber, Maintenance	29.19
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.57
23932 - Telecommunications Mechanic II	26.91
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	22.67
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.04

25040	- Sewage Plant Operator	25.62
25070	- Stationary Engineer	30.04
25190	- Ventilation Equipment Tender	21.51
25210	- Water Treatment Plant Operator	25.62
27000	- Protective Service Occupations	
27004	- Alarm Monitor	24.21
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	27.65
27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	31.54
27132	- Police Officer II	35.02
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Worker	11.72
28210	- Gate Attendant/Gate Tender	14.01
28310	- Lifeguard	12.43
28350	- Park Attendant (Aide)	15.66
28510	- Recreation Aide/Health Facility Attendant	11.39
28515	- Recreation Specialist	19.33
28630	- Sports Official	12.47
28690	- Swimming Pool Operator	22.22
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	30.59
29020	- Hatch Tender	30.59
29030	- Line Handler	30.59
29041	- Stevedore I	28.40
29042	- Stevedore II	32.76
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	27.26
30051	- Cryogenic Technician I	24.09
30052	- Cryogenic Technician II	26.61
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	24.57
30095	- Evidence Control Specialist	21.76
30210	- Laboratory Technician	26.29
30221	- Latent Fingerprint Technician I	24.09
30222	- Latent Fingerprint Technician II	26.61
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	26.61
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	26.61
30461 - Technical Writer I	23.24
30462 - Technical Writer II	28.43
30463 - Technical Writer III	34.40
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.09
30502 - Weather Forecaster II	29.31
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.57
31030 - Bus Driver	18.69
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.98
99050 - Desk Clerk	10.40
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.85
99711 - Recycling Specialist	21.80
99730 - Refuse Collector	15.94
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	25.12
99831 - Surveying Aide	15.79
99832 - Surveying Technician	21.60
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5529 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5529
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Cowlitz

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18
01012 - Accounting Clerk II		15.92
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.05
01042 - Customer Service Representative II		13.55
01043 - Customer Service Representative III		14.78
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		21.87
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	19.14
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	15.00
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.86
07042	- Cook II	14.47
07070	- Dishwasher	10.08
07130	- Food Service Worker	10.95
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	11.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.91
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	17.91
09090	- Furniture Refinisher Helper	13.80
09110	- Furniture Repairer, Minor	15.86
09130	- Upholsterer	17.91
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.82
11090	- Gardener	16.06
11122	- Housekeeping Aide	12.82
11150	- Janitor	12.82
11210	- Laborer, Grounds Maintenance	12.71
11240	- Maid or Houseman	11.47
11260	- Pruner	11.61
11270	- Tractor Operator	14.95
11330	- Trail Maintenance Worker	12.71
11360	- Window Cleaner	14.04
12000	- Health Occupations	
12010	- Ambulance Driver	19.43
12011	- Breath Alcohol Technician	19.43
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.33
12025	- Dental Hygienist	40.36
12030	- EKG Technician	29.65

12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.43
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	19.26
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	32.78
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
12320 - Substance Abuse Treatment Counselor	18.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	16.34
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		22.42
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.73
15020 - Aircrew Training Devices Instructor (Rated)		34.76
15030 - Air Crew Training Devices Instructor (Pilot)		41.66
15050 - Computer Based Training Specialist / Instructor		28.73
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.66
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.66
15086 - Maintenance Test Pilot, Rotary Wing		41.66
15088 - Non-Maintenance Test/Co-Pilot		41.66
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		24.95
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		19.75
21040 - Material Expediter		19.75
21050 - Material Handling Laborer		14.54
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.81
21130 - Shipping/Receiving Clerk		15.81
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		22.69
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		19.74
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.69
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		24.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.10

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	31.74
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	25.61
23183 - Electronics Technician Maintenance III	27.07
23260 - Fabric Worker	22.59
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	21.21
23311 - Fuel Distribution System Mechanic	27.07
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.69
23382 - Ground Support Equipment Worker	24.10
23391 - Gunsmith I	21.21
23392 - Gunsmith II	24.10
23393 - Gunsmith III	27.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	25.84
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.61
23470 - Laborer	14.16
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	25.29
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	27.07
23850 - Rigger	27.07
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	26.84
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	27.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.01
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.89

24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	29.78
27132 - Police Officer II	33.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	21.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.10
29020 - Hatch Tender	24.10
29030 - Line Handler	24.10
29041 - Stevedore I	22.69
29042 - Stevedore II	25.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.42
30052 - Cryogenic Technician II	24.76
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.25

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.42
30222 - Latent Fingerprint Technician II	24.76
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.76
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.76
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	12.27
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	21.07
31364 - Truckdriver, Tractor-Trailer	21.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	26.66
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5533 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5533
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		26.09
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		14.87
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.40
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		13.52
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		16.06
01192 - Order Clerk II		17.53
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.84
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.31
01531	- Travel Clerk I	14.71
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	17.01
01612	- Word Processor II	19.09
01613	- Word Processor III	21.35
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.73
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	19.83
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	14.81
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	14.42
07042	- Cook II	16.56
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.40
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.37
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.20
09040	- Furniture Handler	16.86
09080	- Furniture Refinisher	19.20
09090	- Furniture Refinisher Helper	16.86
09110	- Furniture Repairer, Minor	18.01
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.02
11060	- Elevator Operator	12.02
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.43
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	23.39
12011	- Breath Alcohol Technician	21.47
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	20.44
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.52

12035 - Electroneurodiagnostic Technologist	32.52
12040 - Emergency Medical Technician	23.39
12071 - Licensed Practical Nurse I	19.19
12072 - Licensed Practical Nurse II	21.47
12073 - Licensed Practical Nurse III	23.93
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.30
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	19.19
12250 - Pharmacy Technician	20.43
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	26.59
12320 - Substance Abuse Treatment Counselor	21.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.23
13012 - Exhibits Specialist II	26.29
13013 - Exhibits Specialist III	32.16
13041 - Illustrator I	21.23
13042 - Illustrator II	26.29
13043 - Illustrator III	32.16
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.23
13063 - Media Specialist III	23.66
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	16.92
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		29.28
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.67
15086 - Maintenance Test Pilot, Rotary Wing		41.67
15088 - Non-Maintenance Test/Co-Pilot		41.67
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		30.26
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.65
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.55
16220 - Tailor		15.44
16250 - Washer, Machine		11.89
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.20
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.52
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.52
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	25.55
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	29.99
23182 - Electronics Technician Maintenance II	31.30
23183 - Electronics Technician Maintenance III	32.39
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.44
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	32.20
23910 - Small Engine Mechanic	24.48
23931 - Telecommunications Mechanic I	29.80
23932 - Telecommunications Mechanic II	30.77
23950 - Telephone Lineman	26.44
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	15.06
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.07

24620 - Family Readiness And Support Services Coordinator	15.06
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.44
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	26.44
25190 - Ventilation Equipment Tender	20.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	13.91
28043 - Carnival Worker	10.54
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.75
28630 - Sports Official	12.69
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30051 - Cryogenic Technician I	25.40
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	22.94

30210 - Laboratory Technician	25.04
30221 - Latent Fingerprint Technician I	25.40
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.72
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.33
99050 - Desk Clerk	10.98
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.36
99252 - Laboratory Animal Caretaker II	13.15
99260 - Marketing Analyst	26.49
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.78
99842 - Vending Machine Repairer Helper	19.18

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5535 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5535
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of King, Snohomish

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.09
01035 - Court Reporter		20.91
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.81
01052 - Data Entry Operator II		17.26
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		13.56
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		14.58
01191 - Order Clerk I		15.84
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		22.85
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320	- Service Order Dispatcher	18.50
01410	- Supply Technician	25.71
01420	- Survey Worker	19.01
01460	- Switchboard Operator/Receptionist	15.36
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	18.71
01612	- Word Processor II	21.00
01613	- Word Processor III	23.49
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.56
05010	- Automotive Electrician	22.06
05040	- Automotive Glass Installer	21.36
05070	- Automotive Worker	21.36
05110	- Mobile Equipment Servicer	19.93
05130	- Motor Equipment Metal Mechanic	22.82
05160	- Motor Equipment Metal Worker	21.36
05190	- Motor Vehicle Mechanic	22.78
05220	- Motor Vehicle Mechanic Helper	19.20
05250	- Motor Vehicle Upholstery Worker	20.65
05280	- Motor Vehicle Wrecker	21.36
05310	- Painter, Automotive	22.06
05340	- Radiator Repair Specialist	21.36
05370	- Tire Repairer	16.61
05400	- Transmission Repair Specialist	22.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.16
07041	- Cook I	15.45
07042	- Cook II	17.32
07070	- Dishwasher	10.65
07130	- Food Service Worker	11.74
07210	- Meat Cutter	21.24
07260	- Waiter/Waitress	13.40
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.11
09040	- Furniture Handler	17.88
09080	- Furniture Refinisher	22.11
09090	- Furniture Refinisher Helper	19.16
09110	- Furniture Repairer, Minor	20.52
09130	- Upholsterer	22.11
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	13.13
11060	- Elevator Operator	13.13
11090	- Gardener	18.28
11122	- Housekeeping Aide	15.32
11150	- Janitor	15.32
11210	- Laborer, Grounds Maintenance	15.07
11240	- Maid or Houseman	11.48
11260	- Pruner	13.84
11270	- Tractor Operator	17.18
11330	- Trail Maintenance Worker	15.07
11360	- Window Cleaner	16.44
12000	- Health Occupations	
12010	- Ambulance Driver	22.91
12011	- Breath Alcohol Technician	22.36
12012	- Certified Occupational Therapist Assistant	27.14
12015	- Certified Physical Therapist Assistant	25.43
12020	- Dental Assistant	19.89
12025	- Dental Hygienist	45.08
12030	- EKG Technician	32.30

12035 - Electroneurodiagnostic Technologist	32.30
12040 - Emergency Medical Technician	22.91
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	17.84
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	17.96
12190 - Medical Record Technician	20.10
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	22.18
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	20.37
12280 - Phlebotomist	17.05
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	18.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	23.97
13042 - Illustrator II	27.87
13043 - Illustrator III	34.10
13047 - Librarian	33.66
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	28.67
13058 - Library Technician	20.66
13061 - Media Specialist I	21.41
13062 - Media Specialist II	23.97
13063 - Media Specialist III	26.71
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	22.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 26.92
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		35.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		28.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.79
15086 - Maintenance Test Pilot, Rotary Wing		46.79
15088 - Non-Maintenance Test/Co-Pilot		46.79
15090 - Technical Instructor		26.62
15095 - Technical Instructor/Course Developer		32.56
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.38
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.39
16220 - Tailor		16.38
16250 - Washer, Machine		12.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.93
19040 - Tool And Die Maker		31.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.02
21030 - Material Coordinator		22.85
21040 - Material Expediter		22.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.63
21080 - Production Line Worker (Food Processing)		20.02
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		16.69
21150 - Stock Clerk		21.08
21210 - Tools And Parts Attendant		20.02
21410 - Warehouse Specialist		20.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.85
23019 - Aircraft Logs and Records Technician		25.33
23021 - Aircraft Mechanic I		28.91
23022 - Aircraft Mechanic II		29.85
23023 - Aircraft Mechanic III		30.72
23040 - Aircraft Mechanic Helper		22.45
23050 - Aircraft, Painter		27.93
23060 - Aircraft Servicer		25.33
23070 - Aircraft Survival Flight Equipment Technician		27.93
23080 - Aircraft Worker		26.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.77

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.91
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	34.85
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	33.51
23181 - Electronics Technician Maintenance I	30.89
23182 - Electronics Technician Maintenance II	32.23
23183 - Electronics Technician Maintenance III	33.36
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	23.88
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.33
23382 - Ground Support Equipment Worker	26.77
23391 - Gunsmith I	23.88
23392 - Gunsmith II	26.77
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	30.26
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	31.78
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	27.93
23470 - Laborer	14.22
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.23
23593 - Metrology Technician III	31.12
23640 - Millwright	30.50
23710 - Office Appliance Repairer	27.93
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	30.03
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	26.78
23870 - Scale Mechanic	26.77
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	34.15
23970 - Woodcraft Worker	28.91
23980 - Woodworker	23.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.14
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	11.70

24620 - Family Readiness And Support Services Coordinator	16.14
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.02
25040 - Sewage Plant Operator	31.04
25070 - Stationary Engineer	29.02
25190 - Ventilation Equipment Tender	22.53
25210 - Water Treatment Plant Operator	31.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.28
27007 - Baggage Inspector	14.59
27008 - Corrections Officer	25.81
27010 - Court Security Officer	32.10
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	25.81
27070 - Firefighter	31.09
27101 - Guard I	14.59
27102 - Guard II	22.54
27131 - Police Officer I	35.62
27132 - Police Officer II	39.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.17
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.76
29020 - Hatch Tender	32.76
29030 - Line Handler	32.76
29041 - Stevedore I	31.01
29042 - Stevedore II	34.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	27.31
30052 - Cryogenic Technician II	30.17
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	24.66

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	29.19
30222 - Latent Fingerprint Technician II	32.25
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30375 - Petroleum Supply Specialist	30.17
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	30.17
30461 - Technical Writer I	26.44
30462 - Technical Writer II	32.34
30463 - Technical Writer III	39.12
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.70
31030 - Bus Driver	21.65
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.79
99095 - Embalmer	28.38
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	14.32
99260 - Marketing Analyst	35.48
99310 - Mortician	28.38
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	15.58
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5537 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5537
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.94
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		14.95
01090 - Duplicating Machine Operator		14.95
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		12.46
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.28
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	21.94
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	20.13
05040	- Automotive Glass Installer	19.04
05070	- Automotive Worker	19.04
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	21.20
05160	- Motor Equipment Metal Worker	19.04
05190	- Motor Vehicle Mechanic	21.20
05220	- Motor Vehicle Mechanic Helper	15.81
05250	- Motor Vehicle Upholstery Worker	17.96
05280	- Motor Vehicle Wrecker	19.04
05310	- Painter, Automotive	20.13
05340	- Radiator Repair Specialist	19.04
05370	- Tire Repairer	13.59
05400	- Transmission Repair Specialist	21.20
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	13.24
07042	- Cook II	14.83
07070	- Dishwasher	10.40
07130	- Food Service Worker	10.83
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.39
09040	- Furniture Handler	13.14
09080	- Furniture Refinisher	17.39
09090	- Furniture Refinisher Helper	14.32
09110	- Furniture Repairer, Minor	15.76
09130	- Upholsterer	17.39
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.34
11060	- Elevator Operator	11.34
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.51
11240	- Maid or Houseman	10.72
11260	- Pruner	11.87
11270	- Tractor Operator	13.88
11330	- Trail Maintenance Worker	12.51
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	19.58
12011	- Breath Alcohol Technician	20.00
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	17.81
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.48
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	16.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.16
13012 - Exhibits Specialist II	26.21
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.16
13042 - Illustrator II	26.21
13043 - Illustrator III	32.05
13047 - Librarian	29.02
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.16
13063 - Media Specialist III	23.58
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	17.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.77
15086 - Maintenance Test Pilot, Rotary Wing		34.77
15088 - Non-Maintenance Test/Co-Pilot		34.77
15090 - Technical Instructor		21.76
15095 - Technical Instructor/Course Developer		26.62
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.65
21030 - Material Coordinator		20.28
21040 - Material Expediter		20.28
21050 - Material Handling Laborer		12.52
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		15.65
21110 - Shipping Packer		14.98
21130 - Shipping/Receiving Clerk		14.98
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		15.65
21410 - Warehouse Specialist		15.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.66
23021 - Aircraft Mechanic I		25.57
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.17
23040 - Aircraft Mechanic Helper		19.06
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.66
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		22.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.57
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.37
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	18.37
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	18.37
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	25.57
23381 - Ground Support Equipment Servicer	21.66
23382 - Ground Support Equipment Worker	22.97
23391 - Gunsmith I	18.37
23392 - Gunsmith II	20.72
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	21.90
23470 - Laborer	12.52
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.10
23593 - Metrology Technician III	26.31
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	27.25
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	17.40
23965 - Well Driller	19.94
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.01
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.21
24610 - Chore Aide	11.08

24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	27.03
25190 - Ventilation Equipment Tender	19.40
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.66
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	27.43
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	30.69
27132 - Police Officer II	34.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	11.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	21.36

30210 - Laboratory Technician	22.59
30221 - Latent Fingerprint Technician I	23.65
30222 - Latent Fingerprint Technician II	26.12
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	26.12
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.12
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.65
30502 - Weather Forecaster II	28.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.05
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.01
99050 - Desk Clerk	10.54
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.67
99252 - Laboratory Animal Caretaker II	12.46
99260 - Marketing Analyst	24.20
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	13.38
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5541 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5541
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Chelan, Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		14.14
01192 - Order Clerk II		15.42
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		21.44
01290 - Rental Clerk		13.17
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.82
05040	- Automotive Glass Installer	18.24
05070	- Automotive Worker	18.24
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	19.82
05160	- Motor Equipment Metal Worker	18.24
05190	- Motor Vehicle Mechanic	19.94
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.25
05280	- Motor Vehicle Wrecker	18.24
05310	- Painter, Automotive	19.03
05340	- Radiator Repair Specialist	18.24
05370	- Tire Repairer	13.22
05400	- Transmission Repair Specialist	19.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.73
07130	- Food Service Worker	10.41
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.63
11060	- Elevator Operator	11.69
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	13.22
11240	- Maid or Houseman	10.81
11260	- Pruner	12.16
11270	- Tractor Operator	14.83
11330	- Trail Maintenance Worker	13.22
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	17.04
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.58
12222 - Nursing Assistant II	11.89
12223 - Nursing Assistant III	12.98
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		39.53
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		39.53
15080 - Graphic Artist		24.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.53
15086 - Maintenance Test Pilot, Rotary Wing		39.53
15088 - Non-Maintenance Test/Co-Pilot		39.53
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.66
16030 - Counter Attendant		10.66
16040 - Dry Cleaner		12.76
16070 - Finisher, Flatwork, Machine		10.66
16090 - Presser, Hand		10.66
16110 - Presser, Machine, Drycleaning		10.66
16130 - Presser, Machine, Shirts		10.66
16160 - Presser, Machine, Wearing Apparel, Laundry		10.66
16190 - Sewing Machine Operator		13.52
16220 - Tailor		14.29
16250 - Washer, Machine		11.21
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.44
19040 - Tool And Die Maker		23.91
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.67
21030 - Material Coordinator		21.44
21040 - Material Expediter		21.44
21050 - Material Handling Laborer		12.49
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		16.67
21110 - Shipping Packer		14.12
21130 - Shipping/Receiving Clerk		14.12
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.46
21210 - Tools And Parts Attendant		16.67
21410 - Warehouse Specialist		16.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.68
23019 - Aircraft Logs and Records Technician		21.83
23021 - Aircraft Mechanic I		25.51
23022 - Aircraft Mechanic II		26.68
23023 - Aircraft Mechanic III		27.69
23040 - Aircraft Mechanic Helper		19.34
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		21.83
23070 - Aircraft Survival Flight Equipment Technician		23.33
23080 - Aircraft Worker		23.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.09

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.51
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.09
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	21.83
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	23.62
23440 - Heavy Equipment Operator	23.89
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	12.49
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	18.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.51
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	13.74
24570 - Child Care Attendant	9.91
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.99

24620 - Family Readiness And Support Services Coordinator	13.74
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.51
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	25.51
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.82
28210 - Gate Attendant/Gate Tender	15.37
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.20
28510 - Recreation Aide/Health Facility Attendant	12.55
28515 - Recreation Specialist	18.27
28630 - Sports Official	13.69
28690 - Swimming Pool Operator	16.19
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	22.88
30052 - Cryogenic Technician II	25.27
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30095 - Evidence Control Specialist	20.66

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	22.88
30222 - Latent Fingerprint Technician II	25.27
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	25.27
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	25.27
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.80
30502 - Weather Forecaster II	31.39
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.38
31030 - Bus Driver	17.42
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	11.35
99050 - Desk Clerk	11.30
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.66
99252 - Laboratory Animal Caretaker II	13.53
99260 - Marketing Analyst	22.44
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.93
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	15.38
99830 - Survey Party Chief	25.18
99831 - Surveying Aide	14.07
99832 - Surveying Technician	19.25
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5545 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5545
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Clallam, Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.67
01043 - Customer Service Representative III		16.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		14.01
01090 - Duplicating Machine Operator		14.01
01111 - General Clerk I		13.05
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81

01320 - Service Order Dispatcher	17.59
01410 - Supply Technician	23.72
01420 - Survey Worker	19.01
01460 - Switchboard Operator/Receptionist	14.47
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	17.01
01612 - Word Processor II	19.09
01613 - Word Processor III	21.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.34
05010 - Automotive Electrician	22.06
05040 - Automotive Glass Installer	21.36
05070 - Automotive Worker	21.36
05110 - Mobile Equipment Servicer	19.93
05130 - Motor Equipment Metal Mechanic	22.82
05160 - Motor Equipment Metal Worker	21.36
05190 - Motor Vehicle Mechanic	22.78
05220 - Motor Vehicle Mechanic Helper	19.20
05250 - Motor Vehicle Upholstery Worker	20.65
05280 - Motor Vehicle Wrecker	21.36
05310 - Painter, Automotive	22.06
05340 - Radiator Repair Specialist	21.36
05370 - Tire Repairer	16.29
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.16
07041 - Cook I	14.48
07042 - Cook II	16.19
07070 - Dishwasher	10.95
07130 - Food Service Worker	11.62
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	13.40
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	17.77
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	19.65
09110 - Furniture Repairer, Minor	21.14
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.98
11060 - Elevator Operator	13.18
11090 - Gardener	18.28
11122 - Housekeeping Aide	15.32
11150 - Janitor	15.32
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	11.48
11260 - Pruner	13.84
11270 - Tractor Operator	17.18
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	23.10
12011 - Breath Alcohol Technician	20.83
12012 - Certified Occupational Therapist Assistant	26.94
12015 - Certified Physical Therapist Assistant	25.43
12020 - Dental Assistant	20.59
12025 - Dental Hygienist	45.64
12030 - EKG Technician	29.94

12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	23.10
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.53
12160 - Medical Record Clerk	17.08
12190 - Medical Record Technician	19.11
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	42.91
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.12
13050 - Library Aide/Clerk	13.93
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13090 - Technical Order Library Clerk	17.50
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
14170 - System Support Specialist		30.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.81
15030 - Air Crew Training Devices Instructor (Pilot)		42.69
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		29.69
15070 - Flight Instructor (Pilot)		49.60
15080 - Graphic Artist		25.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.68
15086 - Maintenance Test Pilot, Rotary Wing		41.68
15088 - Non-Maintenance Test/Co-Pilot		41.68
15090 - Technical Instructor		26.41
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.81
16030 - Counter Attendant		10.81
16040 - Dry Cleaner		12.89
16070 - Finisher, Flatwork, Machine		10.81
16090 - Presser, Hand		10.81
16110 - Presser, Machine, Drycleaning		10.81
16130 - Presser, Machine, Shirts		10.81
16160 - Presser, Machine, Wearing Apparel, Laundry		10.81
16190 - Sewing Machine Operator		13.74
16220 - Tailor		14.56
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.54
19040 - Tool And Die Maker		30.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		21.10
21040 - Material Expediter		21.10
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.47
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		19.94
21130 - Shipping/Receiving Clerk		19.94
21140 - Store Worker I		16.11
21150 - Stock Clerk		20.30
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23019 - Aircraft Logs and Records Technician		24.97
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11
23050 - Aircraft, Painter		27.36
23060 - Aircraft Servicer		24.97
23070 - Aircraft Survival Flight Equipment Technician		27.36
23080 - Aircraft Worker		26.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.38

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.50
23110 - Appliance Mechanic	26.54
23120 - Bicycle Repairer	16.29
23125 - Cable Splicer	33.25
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	27.27
23160 - Electrician, Maintenance	29.46
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	24.03
23290 - Fire Alarm System Mechanic	27.64
23310 - Fire Extinguisher Repairer	22.70
23311 - Fuel Distribution System Mechanic	27.64
23312 - Fuel Distribution System Operator	22.70
23370 - General Maintenance Worker	22.65
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.70
23392 - Gunsmith II	25.37
23393 - Gunsmith III	27.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	26.54
23470 - Laborer	14.67
23510 - Locksmith	26.54
23530 - Machinery Maintenance Mechanic	29.03
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	26.54
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	27.64
23850 - Rigger	27.64
23870 - Scale Mechanic	25.37
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	25.37
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.08
23950 - Telephone Lineman	27.15
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
23970 - Woodcraft Worker	27.64
23980 - Woodworker	22.70
24000 - Personal Needs Occupations	
24550 - Case Manager	14.74
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	12.50

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.64
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	27.64
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.20
27007 - Baggage Inspector	15.10
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	15.10
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	11.02
28210 - Gate Attendant/Gate Tender	15.02
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.26
28515 - Recreation Specialist	20.23
28630 - Sports Official	13.38
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.98
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	27.59
30051 - Cryogenic Technician I	22.71
30052 - Cryogenic Technician II	25.09
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.27
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30095 - Evidence Control Specialist	20.51

30210 - Laboratory Technician	27.78
30221 - Latent Fingerprint Technician I	22.71
30222 - Latent Fingerprint Technician II	25.09
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30375 - Petroleum Supply Specialist	25.09
30390 - Photo-Optics Technician	30.86
30395 - Radiation Control Technician	25.09
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
30491 - Unexploded Ordnance (UXO) Technician I	25.09
30492 - Unexploded Ordnance (UXO) Technician II	30.35
30493 - Unexploded Ordnance (UXO) Technician III	36.38
30494 - Unexploded (UXO) Safety Escort	25.09
30495 - Unexploded (UXO) Sweep Personnel	25.09
30501 - Weather Forecaster I	34.17
30502 - Weather Forecaster II	41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 25.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.35
31020 - Bus Aide	16.14
31030 - Bus Driver	20.86
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.80
99030 - Cashier	12.32
99050 - Desk Clerk	11.33
99095 - Embalmer	26.13
99130 - Flight Follower	25.09
99251 - Laboratory Animal Caretaker I	12.98
99252 - Laboratory Animal Caretaker II	13.80
99260 - Marketing Analyst	20.72
99310 - Mortician	26.13
99410 - Pest Controller	20.98
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	23.45
99711 - Recycling Specialist	26.93
99730 - Refuse Collector	21.70
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.57
99831 - Surveying Aide	14.95
99832 - Surveying Technician	22.57
99840 - Vending Machine Attendant	21.71
99841 - Vending Machine Repairer	23.25
99842 - Vending Machine Repairer Helper	21.71

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5559 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5559
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Adams, Ferry, Garfield, Grant, Lincoln, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.23
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.13
01020 - Administrative Assistant		23.25
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		13.77
01042 - Customer Service Representative II		15.48
01043 - Customer Service Representative III		16.89
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		17.68
01070 - Document Preparation Clerk		13.59
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		12.50
01112 - General Clerk II		13.64
01113 - General Clerk III		15.31
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		20.37
01290 - Rental Clerk		12.67
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56

01320	- Service Order Dispatcher	17.27
01410	- Supply Technician	23.25
01420	- Survey Worker	12.86
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	12.92
01532	- Travel Clerk II	13.80
01533	- Travel Clerk III	14.77
01611	- Word Processor I	13.69
01612	- Word Processor II	15.37
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.28
05010	- Automotive Electrician	19.93
05040	- Automotive Glass Installer	18.86
05070	- Automotive Worker	18.86
05110	- Mobile Equipment Servicer	17.25
05130	- Motor Equipment Metal Mechanic	20.99
05160	- Motor Equipment Metal Worker	18.86
05190	- Motor Vehicle Mechanic	20.99
05220	- Motor Vehicle Mechanic Helper	15.68
05250	- Motor Vehicle Upholstery Worker	17.78
05280	- Motor Vehicle Wrecker	18.86
05310	- Painter, Automotive	19.93
05340	- Radiator Repair Specialist	18.86
05370	- Tire Repairer	14.54
05400	- Transmission Repair Specialist	20.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	15.12
07041	- Cook I	12.04
07042	- Cook II	13.48
07070	- Dishwasher	10.20
07130	- Food Service Worker	11.20
07210	- Meat Cutter	18.06
07260	- Waiter/Waitress	12.68
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.13
09040	- Furniture Handler	14.45
09080	- Furniture Refinisher	19.13
09090	- Furniture Refinisher Helper	15.75
09110	- Furniture Repairer, Minor	17.34
09130	- Upholsterer	19.13
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.54
11060	- Elevator Operator	11.54
11090	- Gardener	14.71
11122	- Housekeeping Aide	11.89
11150	- Janitor	13.48
11210	- Laborer, Grounds Maintenance	12.53
11240	- Maid or Houseman	10.66
11260	- Pruner	11.87
11270	- Tractor Operator	14.52
11330	- Trail Maintenance Worker	12.53
11360	- Window Cleaner	14.11
12000	- Health Occupations	
12010	- Ambulance Driver	17.80
12011	- Breath Alcohol Technician	19.82
12012	- Certified Occupational Therapist Assistant	24.01
12015	- Certified Physical Therapist Assistant	23.42
12020	- Dental Assistant	19.25
12025	- Dental Hygienist	39.95
12030	- EKG Technician	27.98

12035 - Electroneurodiagnostic Technologist	27.98
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.82
12073 - Licensed Practical Nurse III	22.08
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	20.56
12160 - Medical Record Clerk	14.27
12190 - Medical Record Technician	15.95
12195 - Medical Transcriptionist	16.42
12210 - Nuclear Medicine Technologist	43.53
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.16
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	24.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	17.49
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		17.06
14160	- Personal Computer Support Technician		27.57
14170	- System Support Specialist		21.24
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		28.40
15020	- Aircrew Training Devices Instructor (Rated)		34.36
15030	- Air Crew Training Devices Instructor (Pilot)		37.80
15050	- Computer Based Training Specialist / Instructor		28.40
15060	- Educational Technologist		30.38
15070	- Flight Instructor (Pilot)		37.80
15080	- Graphic Artist		22.86
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		34.60
15086	- Maintenance Test Pilot, Rotary Wing		34.60
15088	- Non-Maintenance Test/Co-Pilot		34.60
15090	- Technical Instructor		21.76
15095	- Technical Instructor/Course Developer		26.62
15110	- Test Proctor		17.89
15120	- Tutor		17.89
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.66
16030	- Counter Attendant		10.66
16040	- Dry Cleaner		12.76
16070	- Finisher, Flatwork, Machine		10.66
16090	- Presser, Hand		10.66
16110	- Presser, Machine, Drycleaning		10.66
16130	- Presser, Machine, Shirts		10.66
16160	- Presser, Machine, Wearing Apparel, Laundry		10.66
16190	- Sewing Machine Operator		13.52
16220	- Tailor		14.29
16250	- Washer, Machine		11.21
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.44
19040	- Tool And Die Maker		23.91
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.79
21030	- Material Coordinator		20.37
21040	- Material Expediter		20.37
21050	- Material Handling Laborer		13.74
21071	- Order Filler		14.11
21080	- Production Line Worker (Food Processing)		16.79
21110	- Shipping Packer		14.98
21130	- Shipping/Receiving Clerk		14.98
21140	- Store Worker I		13.03
21150	- Stock Clerk		16.72
21210	- Tools And Parts Attendant		16.79
21410	- Warehouse Specialist		16.79
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		27.30
23019	- Aircraft Logs and Records Technician		22.01
23021	- Aircraft Mechanic I		25.97
23022	- Aircraft Mechanic II		27.30
23023	- Aircraft Mechanic III		28.61
23040	- Aircraft Mechanic Helper		19.36
23050	- Aircraft, Painter		23.33
23060	- Aircraft Servicer		22.01
23070	- Aircraft Survival Flight Equipment Technician		23.33
23080	- Aircraft Worker		23.33
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		23.33

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.97
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	29.18
23130 - Carpenter, Maintenance	22.58
23140 - Carpet Layer	21.01
23160 - Electrician, Maintenance	23.46
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.24
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.02
23311 - Fuel Distribution System Mechanic	22.46
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	19.46
23380 - Ground Support Equipment Mechanic	25.97
23381 - Ground Support Equipment Servicer	22.01
23382 - Ground Support Equipment Worker	23.33
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.45
23393 - Gunsmith III	23.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.57
23430 - Heavy Equipment Mechanic	21.85
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.88
23465 - Laboratory/Shelter Mechanic	22.88
23470 - Laborer	13.74
23510 - Locksmith	22.88
23530 - Machinery Maintenance Mechanic	23.35
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	15.75
23591 - Metrology Technician I	23.88
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.32
23640 - Millwright	25.75
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.84
23820 - Pneudraulic Systems Mechanic	23.88
23850 - Rigger	23.88
23870 - Scale Mechanic	21.45
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	17.41
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	23.24
23960 - Welder, Combination, Maintenance	18.45
23965 - Well Driller	21.93
23970 - Woodcraft Worker	23.88
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	13.77
24610 - Chore Aide	11.37

24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.97
25040 - Sewage Plant Operator	22.48
25070 - Stationary Engineer	25.97
25190 - Ventilation Equipment Tender	19.36
25210 - Water Treatment Plant Operator	22.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.44
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	13.44
27102 - Guard II	17.58
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.55
28043 - Carnival Worker	10.86
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.36
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	18.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.73
29020 - Hatch Tender	22.73
29030 - Line Handler	22.52
29041 - Stevedore I	21.29
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.32
30051 - Cryogenic Technician I	29.85
30052 - Cryogenic Technician II	32.97
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.91
30084 - Engineering Technician IV	25.94
30085 - Engineering Technician V	31.63
30086 - Engineering Technician VI	38.39
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	26.96

30210 - Laboratory Technician	21.30
30221 - Latent Fingerprint Technician I	29.85
30222 - Latent Fingerprint Technician II	32.97
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	32.97
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	32.97
30461 - Technical Writer I	22.79
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.11
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.07
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	14.11
31030 - Bus Driver	18.71
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	11.25
31290 - Shuttle Bus Driver	14.39
31310 - Taxi Driver	13.78
31361 - Truckdriver, Light	14.39
31362 - Truckdriver, Medium	19.27
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.81
99050 - Desk Clerk	10.93
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99260 - Marketing Analyst	26.05
99310 - Mortician	23.46
99410 - Pest Controller	18.67
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	18.30
99730 - Refuse Collector	15.95
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	14.29
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	14.44
99841 - Vending Machine Repairer	16.59
99842 - Vending Machine Repairer Helper	14.44

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5561 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5561
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington County of Walla Walla

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.95
01090 - Duplicating Machine Operator		12.95
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	13.66
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	15.37
07042 - Cook II	17.23
07070 - Dishwasher	10.51
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	14.80
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	17.79
09110 - Furniture Repairer, Minor	20.17
09130 - Upholsterer	22.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88
11060 - Elevator Operator	12.88
11090 - Gardener	16.89
11122 - Housekeeping Aide	14.75
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	10.87
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	18.43
12011 - Breath Alcohol Technician	18.43
12012 - Certified Occupational Therapist Assistant	25.28
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	43.92
12030 - EKG Technician	27.92
12035 - Electroneurodiagnostic Technologist	27.92
12040 - Emergency Medical Technician	18.43

12071 - Licensed Practical Nurse I	16.47
12072 - Licensed Practical Nurse II	18.43
12073 - Licensed Practical Nurse III	20.54
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.39
12190 - Medical Record Technician	17.22
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	40.24
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	19.06
12236 - Optical Technician	16.47
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	15.24
12305 - Radiologic Technologist	28.95
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	22.82
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.39
15086 - Maintenance Test Pilot, Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.35
19040 - Tool And Die Maker	31.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.37
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.37
21110 - Shipping Packer	14.54
21130 - Shipping/Receiving Clerk	14.54
21140 - Store Worker I	12.38
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.37
21410 - Warehouse Specialist	16.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.36
23019 - Aircraft Logs and Records Technician	22.23
23021 - Aircraft Mechanic I	26.95
23022 - Aircraft Mechanic II	28.36
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.26
23060 - Aircraft Servicer	22.23
23070 - Aircraft Survival Flight Equipment Technician	25.26
23080 - Aircraft Worker	23.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.95
23110 - Appliance Mechanic	24.60
23120 - Bicycle Repairer	15.88

23125 - Cable Splicer	37.57
23130 - Carpenter, Maintenance	23.12
23140 - Carpet Layer	22.41
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	27.31
23310 - Fire Extinguisher Repairer	20.49
23311 - Fuel Distribution System Mechanic	27.97
23312 - Fuel Distribution System Operator	21.00
23370 - General Maintenance Worker	21.04
23380 - Ground Support Equipment Mechanic	26.95
23381 - Ground Support Equipment Servicer	22.23
23382 - Ground Support Equipment Worker	23.60
23391 - Gunsmith I	20.49
23392 - Gunsmith II	23.91
23393 - Gunsmith III	27.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	27.96
23440 - Heavy Equipment Operator	25.97
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	25.62
23470 - Laborer	13.51
23510 - Locksmith	22.50
23530 - Machinery Maintenance Mechanic	28.12
23550 - Machinist, Maintenance	25.06
23580 - Maintenance Trades Helper	18.56
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	32.23
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.31
23850 - Rigger	27.31
23870 - Scale Mechanic	23.91
23890 - Sheet-Metal Worker, Maintenance	27.79
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	26.33
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	27.31
23970 - Woodcraft Worker	27.31
23980 - Woodworker	20.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.78
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.19
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services Coordinator	14.78
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31

25040 - Sewage Plant Operator	25.55
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	25.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	15.41
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.49
28515 - Recreation Specialist	21.20
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	22.52
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	24.78
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30095 - Evidence Control Specialist	19.18
30210 - Laboratory Technician	23.90
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02

30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.03
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.89
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.88
99050 - Desk Clerk	10.79
99095 - Embalmer	24.57
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.61
99260 - Marketing Analyst	29.11
99310 - Mortician	24.57
99410 - Pest Controller	21.08
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	18.05
99841 - Vending Machine Repairer	22.50
99842 - Vending Machine Repairer Helper	18.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5563 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5563
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.96
01012 - Accounting Clerk II		16.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.84
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.73
01042 - Customer Service Representative II		15.43
01043 - Customer Service Representative III		16.83
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.71
01090 - Duplicating Machine Operator		14.71
01111 - General Clerk I		13.18
01112 - General Clerk II		14.37
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		14.32
01192 - Order Clerk II		16.53
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		22.23
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32

01313	- Secretary III	20.42
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	23.84
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.93
01611	- Word Processor I	14.37
01612	- Word Processor II	16.14
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.90
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	21.03
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	21.03
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.90
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	14.74
05400	- Transmission Repair Specialist	21.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.87
07041	- Cook I	14.02
07042	- Cook II	15.74
07070	- Dishwasher	9.93
07130	- Food Service Worker	11.06
07210	- Meat Cutter	17.81
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.58
09040	- Furniture Handler	11.96
09080	- Furniture Refinisher	16.85
09090	- Furniture Refinisher Helper	13.62
09110	- Furniture Repairer, Minor	15.32
09130	- Upholsterer	16.58
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.67
11060	- Elevator Operator	12.49
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.49
11150	- Janitor	12.49
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.68
12000	- Health Occupations	
12010	- Ambulance Driver	20.59
12011	- Breath Alcohol Technician	20.59
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	36.69

12030 - EKG Technician	32.62
12035 - Electroneurodiagnostic Technologist	32.62
12040 - Emergency Medical Technician	20.59
12071 - Licensed Practical Nurse I	19.65
12072 - Licensed Practical Nurse II	21.98
12073 - Licensed Practical Nurse III	24.51
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	41.69
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	25.52
12320 - Substance Abuse Treatment Counselor	20.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.73
13012 - Exhibits Specialist II	26.93
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	28.75
13050 - Library Aide/Clerk	14.88
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	19.68
13110 - Video Teleconference Technician	19.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.11
14072 - Computer Programmer II	(see 1) 26.16
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		28.19
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.01
15030 - Air Crew Training Devices Instructor (Pilot)		41.96
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.06
15070 - Flight Instructor (Pilot)		41.96
15080 - Graphic Artist		22.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.96
15086 - Maintenance Test Pilot, Rotary Wing		41.96
15088 - Non-Maintenance Test/Co-Pilot		41.96
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		18.92
15120 - Tutor		18.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.38
21030 - Material Coordinator		21.65
21040 - Material Expediter		21.65
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.85
21080 - Production Line Worker (Food Processing)		16.38
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		16.38
21410 - Warehouse Specialist		16.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		23.70
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		20.63
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		23.70
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.18
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.18

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.93
II		
23110	- Appliance Mechanic	17.48
23120	- Bicycle Repairer	13.76
23125	- Cable Splicer	34.74
23130	- Carpenter, Maintenance	22.31
23140	- Carpet Layer	21.76
23160	- Electrician, Maintenance	32.99
23181	- Electronics Technician Maintenance I	23.63
23182	- Electronics Technician Maintenance II	26.87
23183	- Electronics Technician Maintenance III	28.38
23260	- Fabric Worker	22.59
23290	- Fire Alarm System Mechanic	23.07
23310	- Fire Extinguisher Repairer	20.85
23311	- Fuel Distribution System Mechanic	26.01
23312	- Fuel Distribution System Operator	20.38
23370	- General Maintenance Worker	19.49
23380	- Ground Support Equipment Mechanic	26.93
23381	- Ground Support Equipment Servicer	23.70
23382	- Ground Support Equipment Worker	25.18
23391	- Gunsmith I	20.85
23392	- Gunsmith II	23.70
23393	- Gunsmith III	26.61
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.42
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.70
23430	- Heavy Equipment Mechanic	24.02
23440	- Heavy Equipment Operator	25.84
23460	- Instrument Mechanic	29.44
23465	- Laboratory/Shelter Mechanic	25.18
23470	- Laborer	12.87
23510	- Locksmith	18.24
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	25.12
23580	- Maintenance Trades Helper	14.74
23591	- Metrology Technician I	29.44
23592	- Metrology Technician II	31.01
23593	- Metrology Technician III	32.60
23640	- Millwright	28.28
23710	- Office Appliance Repairer	20.53
23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	34.05
23810	- Plumber, Maintenance	30.39
23820	- Pneudraulic Systems Mechanic	26.61
23850	- Rigger	24.74
23870	- Scale Mechanic	23.70
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	28.57
23932	- Telecommunications Mechanic II	30.12
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	24.60
23970	- Woodcraft Worker	26.61
23980	- Woodworker	16.06
24000	- Personal Needs Occupations	
24550	- Case Manager	15.33
24570	- Child Care Attendant	11.08
24580	- Child Care Center Clerk	14.34

24610 - Chore Aide	11.10
24620 - Family Readiness And Support Services Coordinator	15.33
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.70
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	28.70
25190 - Ventilation Equipment Tender	20.98
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.05
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	26.05
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	30.39
27132 - Police Officer II	33.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.47
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.97
29020 - Hatch Tender	24.97
29030 - Line Handler	24.97
29041 - Stevedore I	23.50
29042 - Stevedore II	26.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.79
30022 - Archeological Technician II	18.78
30023 - Archeological Technician III	23.28
30030 - Cartographic Technician	23.28
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	25.77
30052 - Cryogenic Technician II	28.46
30061 - Drafter/CAD Operator I	16.79
30062 - Drafter/CAD Operator II	18.78
30063 - Drafter/CAD Operator III	20.94
30064 - Drafter/CAD Operator IV	25.77
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.40

30095 - Evidence Control Specialist	23.28
30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.46
30390 - Photo-Optics Technician	23.28
30395 - Radiation Control Technician	28.46
30461 - Technical Writer I	24.08
30462 - Technical Writer II	30.48
30463 - Technical Writer III	35.64
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	25.77
30502 - Weather Forecaster II	31.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.94
30621 - Weather Observer, Senior	(see 2) 23.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	13.95
31030 - Bus Driver	19.68
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	28.22
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5565 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5565
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Deschutes

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		11.00
01042 - Customer Service Representative II		12.36
01043 - Customer Service Representative III		13.49
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		19.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		18.91
01141 - Messenger Courier		13.37
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		15.54
01262 - Personnel Assistant (Employment) II		17.39
01263 - Personnel Assistant (Employment) III		19.38
01270 - Production Control Clerk		18.51
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		15.16
01311 - Secretary I		15.16
01312 - Secretary II		16.97
01313 - Secretary III		18.91

01320	- Service Order Dispatcher	17.47
01410	- Supply Technician	20.99
01420	- Survey Worker	15.46
01460	- Switchboard Operator/Receptionist	13.33
01531	- Travel Clerk I	13.60
01532	- Travel Clerk II	14.80
01533	- Travel Clerk III	15.93
01611	- Word Processor I	13.51
01612	- Word Processor II	15.16
01613	- Word Processor III	16.97
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	18.37
05040	- Automotive Glass Installer	17.37
05070	- Automotive Worker	17.37
05110	- Mobile Equipment Servicer	15.33
05130	- Motor Equipment Metal Mechanic	19.39
05160	- Motor Equipment Metal Worker	17.37
05190	- Motor Vehicle Mechanic	19.39
05220	- Motor Vehicle Mechanic Helper	14.33
05250	- Motor Vehicle Upholstery Worker	16.37
05280	- Motor Vehicle Wrecker	17.37
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	17.37
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	19.39
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.66
07041	- Cook I	12.43
07042	- Cook II	14.06
07070	- Dishwasher	9.93
07130	- Food Service Worker	10.48
07210	- Meat Cutter	16.38
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.65
09040	- Furniture Handler	12.82
09080	- Furniture Refinisher	16.65
09090	- Furniture Refinisher Helper	13.48
09110	- Furniture Repairer, Minor	15.10
09130	- Upholsterer	16.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.84
11060	- Elevator Operator	11.55
11090	- Gardener	16.67
11122	- Housekeeping Aide	11.55
11150	- Janitor	11.55
11210	- Laborer, Grounds Maintenance	13.39
11240	- Maid or Houseman	10.60
11260	- Pruner	12.52
11270	- Tractor Operator	15.58
11330	- Trail Maintenance Worker	13.39
11360	- Window Cleaner	12.57
12000	- Health Occupations	
12010	- Ambulance Driver	19.47
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	19.27
12025	- Dental Hygienist	38.16
12030	- EKG Technician	29.48

12035 - Electroneurodiagnostic Technologist	29.48
12040 - Emergency Medical Technician	19.47
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.91
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	17.51
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	30.78
12311 - Registered Nurse I	23.76
12312 - Registered Nurse II	29.06
12313 - Registered Nurse II, Specialist	29.06
12314 - Registered Nurse III	37.41
12315 - Registered Nurse III, Anesthetist	37.41
12316 - Registered Nurse IV	42.15
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.54
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		22.85
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.53
15086 - Maintenance Test Pilot, Rotary Wing		36.53
15088 - Non-Maintenance Test/Co-Pilot		36.53
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		25.47
15110 - Test Proctor		16.82
15120 - Tutor		16.82
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.37
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.64
23019 - Aircraft Logs and Records Technician		18.98
23021 - Aircraft Mechanic I		22.49
23022 - Aircraft Mechanic II		23.64
23023 - Aircraft Mechanic III		24.82
23040 - Aircraft Mechanic Helper		16.62
23050 - Aircraft, Painter		21.31
23060 - Aircraft Servicer		18.98
23070 - Aircraft Survival Flight Equipment Technician		21.31
23080 - Aircraft Worker		20.14
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.14

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.49
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.54
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.92
23380 - Ground Support Equipment Mechanic	22.49
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	13.73
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	29.78
23810 - Plumber, Maintenance	28.22
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.78

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.30
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	24.30
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.23
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	12.24
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.36
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	20.51
29042 - Stevedore II	23.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	23.14
30052 - Cryogenic Technician II	25.56
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.90

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	23.14
30222 - Latent Fingerprint Technician II	25.56
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	25.56
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	25.56
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.14
30502 - Weather Forecaster II	28.15
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	14.27
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.27
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	15.27
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.64
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	22.64
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5569 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5569
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon County of Lane

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.70
01012 - Accounting Clerk II		15.37
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.22
01042 - Customer Service Representative II		14.87
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.19
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.59
01263 - Personnel Assistant (Employment) III		18.49
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.19

01320	- Service Order Dispatcher	16.24
01410	- Supply Technician	20.99
01420	- Survey Worker	14.05
01460	- Switchboard Operator/Receptionist	13.04
01531	- Travel Clerk I	13.58
01532	- Travel Clerk II	14.74
01533	- Travel Clerk III	15.86
01611	- Word Processor I	13.71
01612	- Word Processor II	15.39
01613	- Word Processor III	17.22
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.79
05010	- Automotive Electrician	17.67
05040	- Automotive Glass Installer	16.70
05070	- Automotive Worker	16.70
05110	- Mobile Equipment Servicer	14.75
05130	- Motor Equipment Metal Mechanic	18.65
05160	- Motor Equipment Metal Worker	16.70
05190	- Motor Vehicle Mechanic	18.65
05220	- Motor Vehicle Mechanic Helper	13.79
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.70
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.70
05370	- Tire Repairer	13.73
05400	- Transmission Repair Specialist	18.65
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.15
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.56
07130	- Food Service Worker	10.51
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	11.52
11090	- Gardener	15.96
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.85
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.54
12000	- Health Occupations	
12010	- Ambulance Driver	19.81
12011	- Breath Alcohol Technician	18.84
12012	- Certified Occupational Therapist Assistant	25.86
12015	- Certified Physical Therapist Assistant	25.86
12020	- Dental Assistant	18.66
12025	- Dental Hygienist	39.52
12030	- EKG Technician	30.00

12035 - Electroneurodiagnostic Technologist	30.00
12040 - Emergency Medical Technician	19.81
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.04
12130 - Medical Laboratory Technician	17.70
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.31
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	16.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.40
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.40
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	16.02
13054 - Library Information Technology Systems Administrator	26.51
13058 - Library Technician	18.61
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.40
13063 - Media Specialist III	23.87
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		28.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.88
15086 - Maintenance Test Pilot, Rotary Wing		34.88
15088 - Non-Maintenance Test/Co-Pilot		34.88
15090 - Technical Instructor		18.54
15095 - Technical Instructor/Course Developer		24.26
15110 - Test Proctor		15.60
15120 - Tutor		15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.78
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.54
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		13.13
21080 - Production Line Worker (Food Processing)		16.54
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.25
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		16.54
21410 - Warehouse Specialist		16.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.66
23181 - Electronics Technician Maintenance I	25.79
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	25.87
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	23.06
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.49
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	29.40
23810 - Plumber, Maintenance	27.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	14.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	14.84
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.45
25040 - Sewage Plant Operator	25.76
25070 - Stationary Engineer	25.45
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	25.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.65
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	22.48
27101 - Guard I	11.28
27102 - Guard II	15.86
27131 - Police Officer I	27.19
27132 - Police Officer II	30.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.86
28042 - Carnival Equipment Repairer	14.82
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.48
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.20
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.06
28630 - Sports Official	12.90
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.72
29020 - Hatch Tender	22.72
29030 - Line Handler	22.72
29041 - Stevedore I	21.41
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	26.22
30051 - Cryogenic Technician I	24.83
30052 - Cryogenic Technician II	27.43
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	22.42

30210 - Laboratory Technician	21.85
30221 - Latent Fingerprint Technician I	24.83
30222 - Latent Fingerprint Technician II	27.43
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	27.43
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	27.43
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	24.83
30502 - Weather Forecaster II	30.21
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99260 - Marketing Analyst	17.84
99310 - Mortician	23.46
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5573 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Marion, Polk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.17
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		12.10
01042 - Customer Service Representative II		13.61
01043 - Customer Service Representative III		14.84
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		20.68
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.03
01191 - Order Clerk I		14.30
01192 - Order Clerk II		15.59
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320 - Service Order Dispatcher	18.49
01410 - Supply Technician	22.62
01420 - Survey Worker	19.88
01460 - Switchboard Operator/Receptionist	14.41
01531 - Travel Clerk I	13.60
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	15.93
01611 - Word Processor I	14.12
01612 - Word Processor II	15.86
01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.95
05010 - Automotive Electrician	19.85
05040 - Automotive Glass Installer	18.97
05070 - Automotive Worker	18.97
05110 - Mobile Equipment Servicer	17.05
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.86
07042 - Cook II	14.31
07070 - Dishwasher	9.65
07130 - Food Service Worker	10.57
07210 - Meat Cutter	16.87
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.96
09080 - Furniture Refinisher	17.34
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.36
09130 - Upholsterer	18.24
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	12.95
11090 - Gardener	15.89
11122 - Housekeeping Aide	13.27
11150 - Janitor	13.27
11210 - Laborer, Grounds Maintenance	12.58
11240 - Maid or Houseman	11.47
11260 - Pruner	11.49
11270 - Tractor Operator	14.79
11330 - Trail Maintenance Worker	12.58
11360 - Window Cleaner	14.48
12000 - Health Occupations	
12010 - Ambulance Driver	19.04
12011 - Breath Alcohol Technician	19.93
12012 - Certified Occupational Therapist Assistant	24.78
12015 - Certified Physical Therapist Assistant	24.18
12020 - Dental Assistant	17.72
12025 - Dental Hygienist	36.69
12030 - EKG Technician	30.20

12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	20.60
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.35
12222 - Nursing Assistant II	11.63
12223 - Nursing Assistant III	12.68
12224 - Nursing Assistant IV	14.25
12235 - Optical Dispenser	17.85
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	17.09
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.70
12320 - Substance Abuse Treatment Counselor	22.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.53
13041 - Illustrator I	20.19
13042 - Illustrator II	25.01
13043 - Illustrator III	30.59
13047 - Librarian	28.75
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	25.96
13058 - Library Technician	17.07
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.97
13063 - Media Specialist III	23.36
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	15.59
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		27.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		33.85
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.97
15086 - Maintenance Test Pilot, Rotary Wing		37.97
15088 - Non-Maintenance Test/Co-Pilot		37.97
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.79
15120 - Tutor		17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.64
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.51
16220 - Tailor		15.09
16250 - Washer, Machine		11.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.89
21030 - Material Coordinator		20.40
21040 - Material Expediter		20.40
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		14.89
21110 - Shipping Packer		14.37
21130 - Shipping/Receiving Clerk		14.37
21140 - Store Worker I		13.72
21150 - Stock Clerk		18.05
21210 - Tools And Parts Attendant		14.89
21410 - Warehouse Specialist		14.89
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.39
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		26.93
23022 - Aircraft Mechanic II		28.39
23023 - Aircraft Mechanic III		29.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.60

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.94
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	21.81
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	20.39
23311 - Fuel Distribution System Mechanic	26.02
23312 - Fuel Distribution System Operator	20.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	20.39
23392 - Gunsmith II	23.17
23393 - Gunsmith III	26.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	24.62
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.20
23820 - Pneudraulic Systems Mechanic	26.02
23850 - Rigger	26.02
23870 - Scale Mechanic	23.17
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	28.57
23932 - Telecommunications Mechanic II	30.12
23950 - Telephone Lineman	26.49
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.31
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	24.43
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	24.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.43
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	25.38
27010 - Court Security Officer	28.02
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	25.38
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	29.83
27132 - Police Officer II	33.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.38
28043 - Carnival Worker	9.67
28210 - Gate Attendant/Gate Tender	16.43
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.38
28510 - Recreation Aide/Health Facility Attendant	13.42
28515 - Recreation Specialist	21.21
28630 - Sports Official	14.63
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	24.96
30052 - Cryogenic Technician II	27.57
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	22.54

30210 - Laboratory Technician	20.28
30221 - Latent Fingerprint Technician I	24.96
30222 - Latent Fingerprint Technician II	27.57
30240 - Mathematical Technician	22.54
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.17
30375 - Petroleum Supply Specialist	27.57
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	27.57
30461 - Technical Writer I	22.54
30462 - Technical Writer II	27.71
30463 - Technical Writer III	33.35
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	12.31
99252 - Laboratory Animal Caretaker II	13.21
99260 - Marketing Analyst	27.42
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	21.33
99711 - Recycling Specialist	25.00
99730 - Refuse Collector	19.43
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.90
99832 - Surveying Technician	23.14
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.63

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5579 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/12/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.51
01012 - Accounting Clerk II		14.04
01013 - Accounting Clerk III		15.71
01020 - Administrative Assistant		20.99
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		10.98
01042 - Customer Service Representative II		12.35
01043 - Customer Service Representative III		13.47
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.51
01070 - Document Preparation Clerk		12.43
01090 - Duplicating Machine Operator		12.43
01111 - General Clerk I		11.97
01112 - General Clerk II		13.06
01113 - General Clerk III		14.66
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50

01320 - Service Order Dispatcher	16.54
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	13.11
01531 - Travel Clerk I	13.58
01532 - Travel Clerk II	14.74
01533 - Travel Clerk III	15.86
01611 - Word Processor I	12.90
01612 - Word Processor II	14.48
01613 - Word Processor III	16.19
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.73
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.86
07130 - Food Service Worker	9.74
07210 - Meat Cutter	16.67
07260 - Waiter/Waitress	9.91
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.25
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	11.36
11090 - Gardener	15.72
11122 - Housekeeping Aide	11.36
11150 - Janitor	11.36
11210 - Laborer, Grounds Maintenance	13.06
11240 - Maid or Houseman	10.17
11260 - Pruner	12.52
11270 - Tractor Operator	14.99
11330 - Trail Maintenance Worker	13.06
11360 - Window Cleaner	12.36
12000 - Health Occupations	
12010 - Ambulance Driver	18.48
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	18.27
12025 - Dental Hygienist	36.45
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.87
12222 - Nursing Assistant II	12.22
12223 - Nursing Assistant III	13.33
12224 - Nursing Assistant IV	14.96
12235 - Optical Dispenser	16.51
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.95
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	29.28
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
14170	- System Support Specialist		21.24
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		27.87
15060	- Educational Technologist		33.11
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		22.64
15085	- Maintenance Test Pilot, Fixed, Jet/Prop		36.70
15086	- Maintenance Test Pilot, Rotary Wing		36.70
15088	- Non-Maintenance Test/Co-Pilot		36.70
15090	- Technical Instructor		18.54
15095	- Technical Instructor/Course Developer		24.26
15110	- Test Proctor		15.60
15120	- Tutor		15.60
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		10.76
16030	- Counter Attendant		10.76
16040	- Dry Cleaner		13.78
16070	- Finisher, Flatwork, Machine		10.76
16090	- Presser, Hand		10.76
16110	- Presser, Machine, Drycleaning		10.76
16130	- Presser, Machine, Shirts		10.76
16160	- Presser, Machine, Wearing Apparel, Laundry		10.76
16190	- Sewing Machine Operator		14.51
16220	- Tailor		15.09
16250	- Washer, Machine		11.66
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.64
19040	- Tool And Die Maker		25.20
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.54
21030	- Material Coordinator		20.24
21040	- Material Expediter		20.24
21050	- Material Handling Laborer		13.70
21071	- Order Filler		12.32
21080	- Production Line Worker (Food Processing)		16.54
21110	- Shipping Packer		14.78
21130	- Shipping/Receiving Clerk		14.78
21140	- Store Worker I		13.25
21150	- Stock Clerk		17.17
21210	- Tools And Parts Attendant		16.54
21410	- Warehouse Specialist		16.54
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		25.19
23019	- Aircraft Logs and Records Technician		20.80
23021	- Aircraft Mechanic I		23.99
23022	- Aircraft Mechanic II		25.19
23023	- Aircraft Mechanic III		26.46
23040	- Aircraft Mechanic Helper		17.18
23050	- Aircraft, Painter		21.90
23060	- Aircraft Servicer		20.80
23070	- Aircraft Survival Flight Equipment Technician		21.90
23080	- Aircraft Worker		21.49
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	27.76
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.87
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	12.67
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	24.04
23550 - Machinist, Maintenance	19.03
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.72

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	23.84
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	23.84
27070 - Firefighter	24.26
27101 - Guard I	11.59
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.10
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.70
30030 - Cartographic Technician	23.70
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	26.25
30052 - Cryogenic Technician II	28.99
30061 - Drafter/CAD Operator I	17.10
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	23.70

30210 - Laboratory Technician	21.33
30221 - Latent Fingerprint Technician I	26.25
30222 - Latent Fingerprint Technician II	28.99
30240 - Mathematical Technician	23.70
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	28.99
30390 - Photo-Optics Technician	23.70
30395 - Radiation Control Technician	28.99
30461 - Technical Writer I	20.28
30462 - Technical Writer II	24.82
30463 - Technical Writer III	30.02
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.25
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.33
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	13.35
31030 - Bus Driver	17.73
31043 - Driver Courier	14.44
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	15.46
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	15.46
31362 - Truckdriver, Medium	17.19
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.43
99050 - Desk Clerk	11.35
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	12.45
99252 - Laboratory Animal Caretaker II	13.32
99260 - Marketing Analyst	23.46
99310 - Mortician	23.46
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	16.07
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5581 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5581
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.64
01013 - Accounting Clerk III		16.38
01020 - Administrative Assistant		20.99
01035 - Court Reporter		17.14
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.50
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		14.04
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		20.24
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.14
01313 - Secretary III		19.09

01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	20.99
01420 - Survey Worker	15.46
01460 - Switchboard Operator/Receptionist	12.12
01531 - Travel Clerk I	13.72
01532 - Travel Clerk II	14.84
01533 - Travel Clerk III	15.96
01611 - Word Processor I	13.64
01612 - Word Processor II	15.31
01613 - Word Processor III	17.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.35
05040 - Automotive Glass Installer	16.16
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.14
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	13.28
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	9.64
07130 - Food Service Worker	10.59
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.48
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.18
11090 - Gardener	16.73
11122 - Housekeeping Aide	12.18
11150 - Janitor	12.18
11210 - Laborer, Grounds Maintenance	13.37
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	15.62
11330 - Trail Maintenance Worker	13.37
11360 - Window Cleaner	13.32
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	18.84
12012 - Certified Occupational Therapist Assistant	25.86
12015 - Certified Physical Therapist Assistant	25.86
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	37.49
12030 - EKG Technician	30.98

12035 - Electroneurodiagnostic Technologist	30.98
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	16.85
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.02
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	18.55
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.33
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	41.43
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.33
12236 - Optical Technician	16.85
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	14.96
12305 - Radiologic Technologist	31.70
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	23.35
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.85
14160 - Personal Computer Support Technician		25.15
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.87
15020 - Aircrew Training Devices Instructor (Rated)		31.49
15030 - Air Crew Training Devices Instructor (Pilot)		37.75
15050 - Computer Based Training Specialist / Instructor		27.87
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		37.75
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.75
15086 - Maintenance Test Pilot, Rotary Wing		37.75
15088 - Non-Maintenance Test/Co-Pilot		37.75
15090 - Technical Instructor		20.39
15095 - Technical Instructor/Course Developer		26.69
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.76
16030 - Counter Attendant		10.76
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.76
16090 - Presser, Hand		10.76
16110 - Presser, Machine, Drycleaning		10.76
16130 - Presser, Machine, Shirts		10.76
16160 - Presser, Machine, Wearing Apparel, Laundry		10.76
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.64
19040 - Tool And Die Maker		25.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.24
21040 - Material Expediter		20.24
21050 - Material Handling Laborer		12.69
21071 - Order Filler		12.85
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		14.78
21130 - Shipping/Receiving Clerk		14.78
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.19
23019 - Aircraft Logs and Records Technician		20.80
23021 - Aircraft Mechanic I		23.99
23022 - Aircraft Mechanic II		25.19
23023 - Aircraft Mechanic III		26.46
23040 - Aircraft Mechanic Helper		17.18
23050 - Aircraft, Painter		21.90
23060 - Aircraft Servicer		20.80
23070 - Aircraft Survival Flight Equipment Technician		21.90
23080 - Aircraft Worker		21.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.49

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.99
23110 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	25.45
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	19.55
23160 - Electrician, Maintenance	29.07
23181 - Electronics Technician Maintenance I	26.03
23182 - Electronics Technician Maintenance II	27.53
23183 - Electronics Technician Maintenance III	29.05
23260 - Fabric Worker	19.95
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	18.72
23311 - Fuel Distribution System Mechanic	23.14
23312 - Fuel Distribution System Operator	18.33
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	23.99
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.49
23391 - Gunsmith I	18.72
23392 - Gunsmith II	21.19
23393 - Gunsmith III	23.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	23.65
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	11.52
23510 - Locksmith	22.41
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	23.65
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	26.10
23640 - Millwright	23.65
23710 - Office Appliance Repairer	21.89
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	23.65
23850 - Rigger	23.65
23870 - Scale Mechanic	21.19
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	20.74
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	23.65
23960 - Welder, Combination, Maintenance	16.71
23965 - Well Driller	21.82
23970 - Woodcraft Worker	23.65
23980 - Woodworker	18.72
24000 - Personal Needs Occupations	
24550 - Case Manager	15.31
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.20

24620 - Family Readiness And Support Services Coordinator	15.31
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.13
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	12.31
27008 - Corrections Officer	23.22
27010 - Court Security Officer	23.84
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	23.22
27070 - Firefighter	22.48
27101 - Guard I	12.31
27102 - Guard II	16.46
27131 - Police Officer I	24.89
27132 - Police Officer II	27.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.76
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	20.87
29042 - Stevedore II	23.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	20.32
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	22.57
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	20.09
30462 - Technical Writer II	24.58
30463 - Technical Writer III	29.74
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.00
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	11.15
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	18.41
31364 - Truckdriver, Tractor-Trailer	18.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	10.29
99050 - Desk Clerk	11.24
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	23.46
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.90
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	22.59
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

WD 15-5583 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5583
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		22.85
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		15.53
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.95
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42

01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	22.85
01420	- Survey Worker	19.88
01460	- Switchboard Operator/Receptionist	14.41
01531	- Travel Clerk I	13.72
01532	- Travel Clerk II	16.64
01533	- Travel Clerk III	15.96
01611	- Word Processor I	14.12
01612	- Word Processor II	15.86
01613	- Word Processor III	19.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.95
05010	- Automotive Electrician	19.85
05040	- Automotive Glass Installer	18.97
05070	- Automotive Worker	18.97
05110	- Mobile Equipment Servicer	17.05
05130	- Motor Equipment Metal Mechanic	19.95
05160	- Motor Equipment Metal Worker	18.97
05190	- Motor Vehicle Mechanic	19.95
05220	- Motor Vehicle Mechanic Helper	16.04
05250	- Motor Vehicle Upholstery Worker	18.04
05280	- Motor Vehicle Wrecker	18.97
05310	- Painter, Automotive	19.85
05340	- Radiator Repair Specialist	18.97
05370	- Tire Repairer	13.76
05400	- Transmission Repair Specialist	19.95
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.61
07041	- Cook I	12.89
07042	- Cook II	14.63
07070	- Dishwasher	9.64
07130	- Food Service Worker	10.66
07210	- Meat Cutter	16.19
07260	- Waiter/Waitress	10.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.24
09040	- Furniture Handler	12.48
09080	- Furniture Refinisher	18.54
09090	- Furniture Refinisher Helper	14.57
09110	- Furniture Repairer, Minor	16.67
09130	- Upholsterer	18.24
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.20
11060	- Elevator Operator	12.18
11090	- Gardener	16.58
11122	- Housekeeping Aide	12.18
11150	- Janitor	12.18
11210	- Laborer, Grounds Maintenance	13.16
11240	- Maid or Houseman	11.47
11260	- Pruner	12.06
11270	- Tractor Operator	15.62
11330	- Trail Maintenance Worker	13.16
11360	- Window Cleaner	13.32
12000	- Health Occupations	
12010	- Ambulance Driver	20.94
12011	- Breath Alcohol Technician	20.94
12012	- Certified Occupational Therapist Assistant	24.78
12015	- Certified Physical Therapist Assistant	24.18
12020	- Dental Assistant	19.49
12025	- Dental Hygienist	37.49
12030	- EKG Technician	32.34

12035 - Electroneurodiagnostic Technologist	32.34
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	19.08
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.79
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	19.08
12160 - Medical Record Clerk	15.49
12190 - Medical Record Technician	17.34
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	41.90
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.51
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	16.63
12280 - Phlebotomist	14.25
12305 - Radiologic Technologist	33.06
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	26.44
12320 - Substance Abuse Treatment Counselor	17.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.84
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.01
14170 - System Support Specialist		31.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.55
15020 - Aircrew Training Devices Instructor (Rated)		34.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.12
15050 - Computer Based Training Specialist / Instructor		28.55
15060 - Educational Technologist		31.63
15070 - Flight Instructor (Pilot)		41.12
15080 - Graphic Artist		20.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.12
15086 - Maintenance Test Pilot, Rotary Wing		41.12
15088 - Non-Maintenance Test/Co-Pilot		41.12
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.45
15110 - Test Proctor		19.57
15120 - Tutor		19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.09
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.19
16220 - Tailor		15.31
16250 - Washer, Machine		11.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.40
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.47
21030 - Material Coordinator		20.95
21040 - Material Expediter		20.95
21050 - Material Handling Laborer		13.22
21071 - Order Filler		13.60
21080 - Production Line Worker (Food Processing)		15.47
21110 - Shipping Packer		15.70
21130 - Shipping/Receiving Clerk		15.70
21140 - Store Worker I		13.19
21150 - Stock Clerk		17.22
21210 - Tools And Parts Attendant		15.47
21410 - Warehouse Specialist		15.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.19
23019 - Aircraft Logs and Records Technician		22.51
23021 - Aircraft Mechanic I		26.77
23022 - Aircraft Mechanic II		28.19
23023 - Aircraft Mechanic III		29.61
23040 - Aircraft Mechanic Helper		19.68
23050 - Aircraft, Painter		24.87
23060 - Aircraft Servicer		22.51
23070 - Aircraft Survival Flight Equipment Technician		24.87
23080 - Aircraft Worker		23.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.94

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.77
23110 - Appliance Mechanic	19.23
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	22.20
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	26.87
23183 - Electronics Technician Maintenance III	28.38
23260 - Fabric Worker	20.87
23290 - Fire Alarm System Mechanic	24.82
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.82
23312 - Fuel Distribution System Operator	19.55
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.77
23381 - Ground Support Equipment Servicer	22.51
23382 - Ground Support Equipment Worker	23.94
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	24.02
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.52
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.82
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	18.00
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.82
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	24.82
23970 - Woodcraft Worker	26.15
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.41
24570 - Child Care Attendant	11.05
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.91

24620 - Family Readiness And Support Services Coordinator	15.41
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	23.32
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	23.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	23.68
27010 - Court Security Officer	26.13
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.01
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.60
28210 - Gate Attendant/Gate Tender	17.78
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	21.21
28630 - Sports Official	15.84
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30051 - Cryogenic Technician I	22.25
30052 - Cryogenic Technician II	24.58
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30095 - Evidence Control Specialist	20.09

30210 - Laboratory Technician	19.18
30221 - Latent Fingerprint Technician I	22.25
30222 - Latent Fingerprint Technician II	24.58
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	24.58
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	24.58
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.24
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.53
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.57
99252 - Laboratory Animal Caretaker II	12.40
99260 - Marketing Analyst	25.13
99310 - Mortician	27.05
99410 - Pest Controller	17.26
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.54
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	18.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

UNITED STATES
GOVERNMENT

MASTER AGREEMENT



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075836
Release : 00000
Page : 1

Vendor:
VANDERHOEWEN & ASSOCIATES INC
6342 SW MACADAM AVE
PORTLAND OR 97239

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Fax :

Attn: JOHN NIEMER

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 15
Performance Period: 05/14/17 - 05/11/19

(b) (6)

(b) (6)

Digitally signed by Cody L. Rodriguez
DN: cn=Cody L. Rodriguez o=Bonneville Power Administration
ou=NSSF 4 email=crodriguez@bpa.gov c=US
Date: 2018.05.14 16:13:47 -0700

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Contract Modifications

Title : EXERCISE OPTION YEAR ONE
Modification: 001
Modified Performance Period: - 05/11/19
Modification Value:
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

Changes Clause 28-6 & Master Agreement Basic Terms Clause 28-1.3M

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise option year 01. The statement of work and terms and conditions are changed based on BPA need. The following changes are made by this modification:

1. The period of performance of this Master Agreement is extended through 5/11/2019.
2. Terms and Conditions have been updated as per recently released Bonneville Purchasing Instructions version 18-1.
 - Clause 10-22 Paid Sick Leave added under Executive Order 13706.
 - Wage Determinations under Clause 10-5 have been brought current.
3. Statement of Work terms and conditions are changed. Scale and magnitude of changes are minor.
4. This does not affect pricing.
5. All other terms and conditions remain unchanged.

OFFICIAL USE ONLY

SUPPLEMENTAL LABOR BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	14
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	29
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	34
MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	37
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	37

UNIT 3 – STATEMENT OF WORK 38

OBJECTIVE	38
BACKGROUND	38
1. GENERAL	38
2. BUSINESS CONDUCT	38
3. LOCATION OF PROJECT	39
4. PROPERTY AND SERVICES	40
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	42
6. DEFINITIONS	43
7. RELEASE OF CONTRACT PERSONNEL	44
8. CONTRACT PERSONNEL LIMITATIONS	44
9. CONTRACT PERSONNEL EVALUATIONS	45
10. OPERATIONAL REQUIREMENTS	45
11. PREFERRED CONTRACTOR STRUCTURE	48
12. CONTRACTOR PERFORMANCE EVALUATION	48
13. CONTRACTOR REPRESENTATIVE	48
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	49
15. SECURITY	49
16. CONTRACT PERSONNEL IDENTIFICATION	50
17. SAFETY AND HEALTH REQUIREMENTS	50

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)

- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;

- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.

- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior

to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD #	Rev #	Rev Date	State	County
2015-5589	6	1/10/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	5	1/10/2018	Oregon	Benton
2015-5563	5	1/10/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	6	1/10/2018	Oregon	Clatsop, Tillamook
2015-5579	5	1/10/2018	Oregon	Coos, Curry, Douglas
2015-5581	6	1/10/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	5	1/10/2018	Oregon	Deschutes
2015-5789	6	1/10/2018	Oregon	Gilliam
2015-5583	6	1/10/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	5	1/10/2018	Oregon	Jackson
2015-5787	5	1/10/2018	Oregon	Josephine
2015-5569	5	1/10/2018	Oregon	Lane
2015-5575	6	1/10/2018	Oregon	Lincoln
2015-5587	5	1/10/2018	Oregon	Linn
2015-5573	5	1/10/2018	Oregon	Marion, Polk
2015-5559	5	1/10/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	6	1/10/2018	Washington	Asotin
2015-5527	5	1/10/2018	Washington	Benton, Franklin
2015-5541	5	1/10/2018	Washington	Chelan, Douglas
2015-5545	6	1/10/2018	Washington	Clallam, Jefferson
2015-5813	6	1/10/2018	Washington	Columbia
2015-5529	5	1/10/2018	Washington	Cowlitz
2015-5551	6	1/10/2018	Washington	Gray's Harbor, Mason
2015-5547	6	1/10/2018	Washington	Island, San Juan
2015-5535	5	1/10/2018	Washington	King, Snohomish
2015-5525	6	1/10/2018	Washington	Kitsap
2015-5557	6	1/10/2018	Washington	Kittitas, Okanogan
2015-5555	6	1/10/2018	Washington	Klickitat
2015-5553	6	1/10/2018	Washington	Lewis
2015-5549	6	1/10/2018	Washington	Pacific, Wahkiakum
2015-5537	5	1/10/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	7	1/10/2018	Washington	Pierce
2015-5531	5	1/10/2018	Washington	Skagit
2015-5533	5	1/10/2018	Washington	Thurston

2015-5561	6	1/10/2018	Washington	Walla Walla
2015-5523	5	1/10/2018	Washington	Whatcom
2015-5543	5	1/10/2018	Washington	Yakima
2015-5399	5	1/10/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	5	1/10/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	5	1/10/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	5	1/10/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	5	1/10/2018	Montana	Cascade
2015-5401	5	1/10/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	5	1/10/2018	Montana	Missoula
2015-5503	5	1/10/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	5	1/10/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	5	1/10/2018	Idaho	Bannock
2015-5517	5	1/10/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	5	1/10/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	5	1/10/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	5	1/10/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	6	1/10/2018	Idaho	Franklin
2015-5505	5	1/10/2018	Idaho	Kootenai
2015-5519	6	1/10/2018	Idaho	Nez Perce
2015-5495	5	1/10/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	5	1/10/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	6	1/10/2018	Utah	Cache
2015-5497	5	1/10/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	5	1/10/2018	Utah	Juab, Utah
2015-5493	5	1/10/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	5	1/10/2018	Utah	Rich, Summit, Wasatch
2015-5489	5	1/10/2018	Utah	Salt Lake, Tooele
2015-5487	5	1/10/2018	Utah	Washington
2015-5591	5	1/10/2018	Nevada	Carson City
2015-5597	6	1/10/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	8	1/10/2018	Nevada	Clark
2015-5601	5	1/10/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	6	1/10/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	5	1/10/2018	Nevada	Storey, Washoe
2015-5623	6	1/10/2018	California	Alameda, Contra Costa
2015-5667	6	1/10/2018	California	Alpine
2015-5663	6	1/10/2018	California	Amador
2015-5605	5	1/10/2018	California	Butte
2015-5665	6	1/10/2018	California	Calaveras, Tuolumne
2015-5675	5	1/10/2018	California	Colusa, Glenn, Tehama

2015-5673	5	1/10/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	6	1/10/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	6	1/10/2018	California	Fresno
2015-5607	6	1/10/2018	California	Imperial
2015-5669	6	1/10/2018	California	Inyo
2015-5603	7	1/10/2018	California	Kern
2015-5611	5	1/10/2018	California	Kings
2015-5679	6	1/10/2018	California	Lassen
2015-5613	9	1/10/2018	California	Los Angeles
2015-5615	5	1/10/2018	California	Madera
2015-5725	5	1/10/2018	California	Marin
2015-5661	6	1/10/2018	California	Mariposa
2015-5617	5	1/10/2018	California	Merced
2015-5677	6	1/10/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	6	1/10/2018	California	Mono
2015-5633	5	1/10/2018	California	Monterey
2015-5621	5	1/10/2018	California	Napa
2015-5645	6	1/10/2018	California	Orange
2015-5629	7	1/10/2018	California	Riverside, San Bernardino
2015-5639	6	1/10/2018	California	San Benito
2015-5635	8	1/10/2018	California	San Diego
2015-5637	8	1/10/2018	California	San Francisco, San Mateo
2015-5653	5	1/10/2018	California	San Joaquin
2015-5643	5	1/10/2018	California	San Luis Obispo
2015-5647	5	1/10/2018	California	Santa Barbara
2015-5641	6	1/10/2018	California	Santa Clara
2015-5641	6	1/10/2018	California	Sanata Cruz
2015-5627	5	1/10/2018	California	Shasta
2015-5655	5	1/10/2018	California	Solano
2015-5651	5	1/10/2018	California	Sonoma
2015-5619	5	1/10/2018	California	Stanislaus
2015-5659	5	1/10/2018	California	Sutter, Yuba
2015-5657	5	1/10/2018	California	Tulare
2015-5625	6	1/10/2018	California	Ventura

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are

provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
- (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (2)
 - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

“Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

“Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

“United States” means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave*. The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.

- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
 - (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
 - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety

and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.

- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The

procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.

- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation

in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

- 10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. **General**

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.



Mail Invoice To:

INVOICE AUTO GENERATED @ BPA
NO INVOICE SUBMISSION REQUIRED

Contract : 00075836
Release : 00000
Page : 1

Vendor:
VANDERHOUWEN & ASSOCIATES INC
6342 SW MACADAM AVE
PORTLAND OR 97239

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: JOHN NIEMER

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 15

Performance Period: 05/14/17 - 05/11/20

Cody L. Rodriguez	(b) (6)
Contractor Signature	BPA Contracting Officer
Printed Name/Title	4/11/2019
Date Signed	Date Signed

Title : EXERCISE OPTION PERIOD 2

Modification: 002

Modified Performance Period: - 05/11/20

Modification Value:

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i>

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to exercise Option Period 2 of the blanket purchasing agreement (BPA). The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. As a result, new wage determinations are incorporated in accordance with BPI 10.2.2.2(b)(2)(i). This modification makes the following changes:

- A. The period of performance is changed from 05/14/2017 - 05/11/2019 to 05/14/2017 - 05/11/2020.
- B. New wage determinations are incorporated into BPI Clause 10-5 Wage Determination.
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause:
 - Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

**ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))**

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

**INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))**

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))**

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

**BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)**

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit

WD	Revision #	Revision Date	State	County
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe

WD	Revision #	Revision Date	State	County
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
- (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

- 3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75836		2. Amendment/Modification Number: ... - 003	
3. Effective Date: 4/24/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement - Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:
VANDERHOUWEN & ASSOCIATES INC

14a. Name, Phone and Title of Signer: Unilateral; No Signature Required		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6) Digitally signed by Cody L. Rodriguez Date: 2020.04.24 11:22:20 -07'00'	15c. Date Signed: 04/24/2020

The purpose of this modification is to exercise option period 3 of the BPA. The option is exercised unilaterally in accordance with BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms. The following changes are made by this modification:

- A. Option Period 3 is exercised. The period of performance is changed from 05/14/2017 – 05/11/2020 to 05/14/2017 – 11/21/2020.
- B. BPI Clause 10-5 is updated as required by exercise of an option period (BPI 10.2.2.2(b)(2)(i)).
- C. All other terms and conditions remain unchanged and in full effect.

BLANKET PURCHASE AGREEMENT

TABLE OF CONTENTS

UNIT 1 — COMMERCIAL	5
BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)	5
SCHEDULE OF PRICING (28-2)	5
INVOICE (28-3)M	5
PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M	6
TAXES (28-17)	9
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	9
STOP WORK ORDER (28-7)	10
CHANGES (28-6)	10
OTHER COMPLIANCES (28-19)	10
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	10
ORDER OF PRECEDENCE (28-21)	12
ASSIGNMENT (28-18)	13
INDEMNIFICATION (28-14)	13
INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)	13
TITLE (28-16)	14
WARRANTY (28-11)	14
LIMITATION OF LIABILITY (28-12)	14
TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)	14
TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)	14
APPLICABLE LAW (28-22)	15
DISPUTES (28-13)	15
UNIT 2 – OTHER CLAUSES	16
LIMITATION ON TRAVEL COSTS (22-50)M	16
KEY PERSONNEL (23-2)	16
CONTINUITY OF SERVICES (23-1)	16
BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	17
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	17
COMPUTER FRAUD AND ABUSE ACT (14-21)	18
SUBCONTRACTS (14-7)	18
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)	18
ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)	19
BANKRUPTCY (14-18)	20
CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)	20
INFORMATION ASSURANCE (15-17)	20
HOMELAND SECURITY (15-18)	21
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	21
PRIVACY PROTECTION (5-2)	21
PRIVACY ACT (5-3)	22
UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)	22
SERVICE CONTRACT LABOR STANDARDS (10-3)	22
SERVICE CONTRACT WAGE DETERMINATION (10-5)	27
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	30
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	30
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)	31
CONTRACTOR SAFETY AND HEALTH (15-12)	35

MINIMUM INSURANCE COVERAGE (16-8)	36
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	37
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	38
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	38

UNIT 3 – STATEMENT OF WORK 39

OBJECTIVE	39
BACKGROUND	39
1. GENERAL	39
2. BUSINESS CONDUCT	39
3. LOCATION OF PROJECT	40
4. PROPERTY AND SERVICES	41
5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE	43
6. DEFINITIONS	44
7. RELEASE OF CONTRACT PERSONNEL	45
8. CONTRACT PERSONNEL LIMITATIONS	45
9. CONTRACT PERSONNEL EVALUATIONS	46
10. OPERATIONAL REQUIREMENTS	46
11. PREFERRED CONTRACTOR STRUCTURE	49
12. CONTRACTOR PERFORMANCE EVALUATION	49
13. CONTRACTOR REPRESENTATIVE	49
14. DISCRETIONARY CONTRACT PERSONNEL TRAINING	50
15. SECURITY	50
16. CONTRACT PERSONNEL IDENTIFICATION	51
17. SAFETY AND HEALTH REQUIREMENTS	51

UNIT 1 — COMMERCIAL

BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3) (MAR 2018)(BPI 28.3.4(C))

- (a) This is a Time and Materials Blanket Purchase Agreement for one year with nine one-year option periods. By signing the Blanket Purchase Agreement cover page, Bonneville and the Contractor agree that Bonneville is under no obligation until a binding order (release), subject to the Blanket Purchase Agreement terms and conditions, is issued by the Contracting Officer or his/her authorized representative to the Contractor and a confirmation is received from the Contractor. Bonneville is obligated only to the extent of authorized orders actually placed against this Blanket Purchase Agreement.
- (b) This Blanket Purchase Agreement shall become effective upon Bonneville's receipt of the fully executed Blanket Purchase Agreement. The task/delivery orders (releases) become binding contracts upon Bonneville's receipt of the Contractor's written confirmation of the order. The Blanket Purchase Agreement shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience.
- (c) Ordering: Orders shall identify the number of the task/delivery order (release) and the Blanket Purchase Agreement number. Orders may be transmitted to the Contractor verbally, by hard copy, by facsimile, or electronically. Orders or confirmations sent via facsimile or electronically shall be considered "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Pricing.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "BLANKET PURCHASE AGREEMENT-BASIC TERMS (28-1.3)." No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

BPA shall charge a user fee to the provider for the use of the SLIM software system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.70%. BPA will pass this user fee to the supplier by automatically deducting the appropriate amount from each invoice

INVOICE (28-3)M (OCT 2014) BPI 28.3.4(G))

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) In the event that payment cannot be accomplished through SLIM, the Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)M
(MAR 2018)(BPI 28.3.4(I))**

(a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:

- (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through the system and vendor's invoices and payments will be generated and managed through the SLIM System. Time and Expense sheets must be submitted weekly.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
 - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
 - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging

Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(Y))

The contract price includes all applicable Federal, State, and local taxes and duties.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(N))

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)

- (7) Combating Trafficking in Persons (Clause 10-25)
- (8) Printing (Clause 11-9)
- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-11)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;

- (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
- (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
- (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.

- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

**ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(Z))**

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

**INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(V))**

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(K))**

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(X))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(S))

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(T))

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

TERMINATION FOR CAUSE -- TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(P))

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(DD))

United States law will apply to resolve any claim of breach of this contract.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4(U))

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

UNIT 2 – OTHER CLAUSES

LIMITATION ON TRAVEL COSTS (22-50)M (MAR 2018)

Travel reimbursement for Privately Owned Vehicle (POV) mileage is not authorized for 35 miles or less. Travel outside this distance may be reimbursable when it is authorized by the COTR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13A, "Contract Cost Principles for Commerical Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

KEY PERSONNEL (23-2) (SEP 1998)(BPI 23.1.7(B))

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1) (MAR 2018)(BPI 23.1.7(A))

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

BONNEVILLE-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)

(MAR 2018)(BPI 19.4)

- (a) The Contractor shall manage Bonneville-furnished, contractor-acquired property in accordance with BPI Appendix 19 if that appendix is made a part of this contract. If Appendix 19 is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) Bonneville shall deliver to the Contractor, at the time and locations stated in this contract, Bonneville-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when—
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to Bonneville-furnished property shall remain with Bonneville, unless specifically identified elsewhere in this contract. The Contractor shall use Bonneville-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for Bonneville inspection at all reasonable times.
- (d) Upon delivery of Bonneville-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in Bonneville upon the supplier's delivery of such property to the contractor.
- (f) Title to Bonneville property shall not be affected by its incorporation into or attachment to any property not owned by Bonneville, nor shall Bonneville property become a fixture or lose its identity as personal property by being attached to any real property.

Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by Bonneville, which was not consumed in the performance of this contract or previously delivered to Bonneville. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Bonneville property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Bonneville as directed by the Contracting Officer.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)

(MAR 2018)(BPI 22.5.6(F))

- (a) Contractor is associated with Bonneville only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the Bonneville shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions

- to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither the contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the Bonneville.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire

for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/ or computer systems.

**ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)**

- (a) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (b) Notifying Bonneville of Contractor Personnel Changes:
 - (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.

- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1(A))

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
- (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11)Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12)Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13)Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14)Preservation of property (41 CFR § 102-74.380),
 - (15)Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16)Disturbances (41 CFR § 102-74.390),
 - (17)Gambling Prohibited (41 CFR § 102-74.395),
 - (18)Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19)Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20)Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21)Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the

contract Statement of Work or specifications document identifies a higher categorization of either “moderate” or “high”, the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document

- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor’s pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor’s maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville’s Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville’s Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration’s (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2)
(MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor’s own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;

- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

PRIVACY ACT (5-3)
(MAR 2018)(BPI 5.1.4 (C))

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(MAR 2018) (BPI 8.3.1.1(B))

- (a) It is the policy of the United States that supplier diversity program categories; small businesses, HUBZone small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business", and "HUBZone small business", and "disadvantaged small business", "veteran owned small business", and "service-disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-
 "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
 - (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
 - (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
 - (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions

provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified in the table below. Wage determinations may be found at <https://beta.sam.gov/search?index=wd>

WD	Revision #	Revision Date	State	County
2015-5603	11	12/22/2019	California	Kern
2015-5605	9	12/22/2019	California	Butte
2015-5607	10	12/22/2019	California	Imperial
2015-5609	10	12/22/2019	California	Fresno
2015-5611	9	12/22/2019	California	Kings
2015-5613	14	12/22/2019	California	Los Angeles
2015-5615	9	12/22/2019	California	Madera
2015-5617	9	12/22/2019	California	Merced
2015-5619	11	12/22/2019	California	Stanislaus
2015-5621	9	12/22/2019	California	Napa
2015-5623	11	12/22/2019	California	Alameda, Contra Costa
2015-5625	10	12/22/2019	California	Ventura
2015-5627	9	12/22/2019	California	Shasta
2015-5629	12	12/22/2019	California	Riverside, San Bernardino
2015-5631	10	12/22/2019	California	El Dorado, Placer, Sacramento, Yolo
2015-5633	9	12/22/2019	California	Monterey
2015-5635	12	12/22/2019	California	San Diego
2015-5637	14	12/22/2019	California	San Francisco, San Mateo
2015-5639	12	12/22/2019	California	San Benito
2015-5641	12	12/22/2019	California	Santa Clara
2015-5643	9	12/22/2019	California	San Luis Obispo
2015-5645	13	12/22/2019	California	Orange
2015-5647	9	12/22/2019	California	Santa Barbara
2015-5649	9	12/22/2019	California	Santa Cruz
2015-5651	9	12/22/2019	California	Sonoma
2015-5653	9	12/22/2019	California	San Joaquin
2015-5655	9	12/22/2019	California	Solano
2015-5657	9	12/22/2019	California	Tulare
2015-5659	9	12/22/2019	California	Sutter, Yuba
2015-5661	12	12/22/2019	California	Mariposa
2015-5663	12	12/22/2019	California	Amador
2015-5665	12	12/22/2019	California	Calaveras, Tuolumne
2015-5667	12	12/22/2019	California	Alpine
2015-5669	12	12/22/2019	California	Inyo
2015-5671	12	12/22/2019	California	Mono

WD	Revision #	Revision Date	State	County
2015-5673	9	12/22/2019	California	Del Norte, Humboldt, Lake, Mendocino
2015-5675	10	12/22/2019	California	Colusa, Glenn, Tehama
2015-5677	12	12/22/2019	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5679	12	12/22/2019	California	Lassen
2015-5725	10	12/22/2019	California	Marin
2015-5499	12	12/22/2019	Idaho	Franklin
2015-5503	9	12/22/2019	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5505	9	12/22/2019	Idaho	Kootenai
2015-5507	9	12/22/2019	Idaho	Bonneville, Butte, Jefferson
2015-5509	9	12/22/2019	Idaho	Bannock
2015-5511	10	12/22/2019	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5513	10	12/22/2019	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5515	10	12/22/2019	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5517	10	12/22/2019	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5519	12	12/22/2019	Idaho	Nez Perce
2015-5389	9	12/22/2019	Montana	Carbon, Golden Valley, Yellowstone
2015-5391	9	12/22/2019	Montana	Cascade
2015-5393	9	12/22/2019	Montana	Missoula
2015-5395	10	12/22/2019	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5397	10	12/22/2019	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5399	9	12/22/2019	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5401	9	12/22/2019	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5591	9	12/22/2019	Nevada	Carson City
2015-5593	12	12/22/2019	Nevada	Clark
2015-5595	9	12/22/2019	Nevada	Storey, Washoe
2015-5597	12	12/22/2019	Nevada	Churchill, Douglas, Lyon, Mineral
2015-5599	12	12/22/2019	Nevada	Esmerelda, Lincoln, Nye
2015-5601	10	12/22/2019	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5565	9	12/22/2019	Oregon	Deschutes
2015-5567	9	12/22/2019	Oregon	Benton
2015-5569	9	12/22/2019	Oregon	Lane
2015-5571	9	12/22/2019	Oregon	Jackson
2015-5573	9	12/22/2019	Oregon	Marion, Polk
2015-5575	12	12/22/2019	Oregon	Lincoln
2015-5577	12	12/22/2019	Oregon	Clatsop, Tillamook
2015-5579	10	12/22/2019	Oregon	Coos, Curry, Douglas
2015-5581	12	12/22/2019	Oregon	Crook, Jefferson, Klamath, Lake

WD	Revision #	Revision Date	State	County
2015-5583	12	12/22/2019	Oregon	Hood River, Sherman, Wasco
2015-5587	9	12/22/2019	Oregon	Linn
2015-5589	12	12/22/2019	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa
2015-5787	9	12/22/2019	Oregon	Josephine
2015-5789	12	12/22/2019	Oregon	Gilliam
2015-5853	3	12/22/2019	Oregon	Wheeler
2015-5563	9	12/22/2019	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill / Washington: Clark, Skamania
2015-5483	10	12/22/2019	Utah	Box Elder, Davis, Morgan, Weber
2015-5485	10	12/22/2019	Utah	Juab, Utah
2015-5487	10	12/22/2019	Utah	Washington
2015-5489	10	12/22/2019	Utah	Salt Lake, Tooele
2015-5491	10	12/22/2019	Utah	Rich, Summit, Wasatch
2015-5493	10	12/22/2019	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5495	10	12/22/2019	Utah	Beaver, Garfield, Iron, Kane
2015-5497	10	12/22/2019	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5501	12	12/22/2019	Utah	Cache
2015-5521	12	12/22/2019	Washington	Asotin
2015-5523	9	12/22/2019	Washington	Whatcom
2015-5525	10	12/22/2019	Washington	Kitsap
2015-5527	9	12/22/2019	Washington	Benton, Franklin
2015-5529	9	12/22/2019	Washington	Cowlitz
2015-5531	9	12/22/2019	Washington	Skagit
2015-5533	9	12/22/2019	Washington	Thurston
2015-5535	10	12/22/2019	Washington	King, Snohomish
2015-5537	9	12/22/2019	Washington	Pend Oreille, Spokane, Stevens
2015-5539	12	12/22/2019	Washington	Pierce
2015-5541	9	12/22/2019	Washington	Chelan, Douglas
2015-5543	9	12/22/2019	Washington	Yakima
2015-5545	12	12/22/2019	Washington	Clallam, Jefferson
2015-5547	12	12/22/2019	Washington	Island, San Juan
2015-5549	12	12/22/2019	Washington	Pacific, Wahkiakum
2015-5551	12	12/22/2019	Washington	Gray's Harbor, Mason
2015-5553	12	12/22/2019	Washington	Lewis
2015-5555	12	12/22/2019	Washington	Klickitat
2015-5557	12	12/22/2019	Washington	Kittitas, Okanogan
2015-5559	10	12/22/2019	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5561	12	12/22/2019	Washington	Walla Walla
2015-5813	12	12/22/2019	Washington	Columbia
2015-5403	9	12/22/2019	Wyoming	Natrona
2015-5405	9	12/22/2019	Wyoming	Laramie
2015-5407	10	12/22/2019	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5409	10	12/22/2019	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5411	10	12/22/2019	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5413	10	12/22/2019	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
 - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
 - “Employee” –
 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

- (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
- (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
- (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
 - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
 - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will

an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
- (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(A))

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in

connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) Employer's liability ("Stop Gap"). The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (f) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.
- (g) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

UNIT 3 – STATEMENT OF WORK

OBJECTIVE

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Project Manager, Accountant, Marketing Specialist – Energy Efficiency)-

Contractors may provide candidates for job postings in labor categories of their choice.

BACKGROUND

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. GENERAL

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. BUSINESS CONDUCT

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

2.2. Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Fair Labor Standards Act, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

2.3. Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

2.4. Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information. Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees sign nondisclosure agreements. Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA.

2.5. Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

2.6. Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

2.7. Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office (SLMO). Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. LOCATION OF PROJECT

3.1. Assignments under this master agreement will be performed throughout the BPA service area or as otherwise specified. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.

3.2. Contract personnel may be required to provide support services at any site.

3.3. Travel: At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines it to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. PROPERTY AND SERVICES

4.1. General

4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive personal mail, packages or any other personal deliveries at any BPA site.

4.3. Government-Furnished Property or Services

4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:

4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.

4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.

4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.

4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment. At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes,

vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (Thin Client, laptop or desktop computers, RSID token key, USB Smart Card Readers, smart phone) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA policy (available upon request) and may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software used to support assignments under this master agreement. Contract personnel shall not add software and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.
 - 4.3.5.1. **myPC Access.** Contractor and contract personnel shall hold BPA harmless from any claims or losses if the Contractor or contract worker utilizes myPC to access BPA related work from their home computer or IT equipment. BPA shall not be responsible for any type of damages or claims that arise from the Contractor or contract workers use of myPC from their personal computer or IT equipment.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- BPA Travel System training
- Asset Suite and PeopleSoft user training
- Records management training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated training will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will maintain BPA equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. CONTRACTOR-FURNISHED PROPERTY AND/OR SERVICE

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property identified in this contract that are specifically provided by BPA.

5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.

- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
- 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
- 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current as necessary for the performance of their assignment. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating any vehicle in the performance of BPA business. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
- 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
- 5.7.2. Contractor shall renew the form at least annually and provide an updated copy to the SLMO office within 10 working days.
- 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate vehicles in the execution of their duty. Contract personnel will not be reimbursed for personal use of their vehicle, and could be subject to release.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. DEFINITIONS

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. RELEASE OF CONTRACT PERSONNEL

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's employees.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site and in-person by a Contractor representative after normal working hours, as coordinated with SLMO. BPA will provide at least 24 hours' notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token keys, USB Smart Card Readers, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token, USB Smart Card Readers, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Energized Facility Keys (substation keys) shall be managed and protected in accordance with BPA Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the assignment. If a key is lost, the Contractor must complete the appropriate BPA forms and will be charged \$1000. BPA identification badges shall also be returned unless the contract worker is immediately moving to a new BPA work assignment. Contractor may be charged up to \$1000 for each badge not returned within two weeks of release.

8. CONTRACT PERSONNEL LIMITATIONS

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or

any federal agency. BPA will report any such action immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate release. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site. Contractor shall take full responsibility for ensuring that the treating medical provider has reviewed the physical requirements of the position at BPA and has provided their opinion as to the employee's ability to safely return to duty. Upon the request of BPA, the Contractor shall provide medical release information.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA policy (available upon request).

9. CONTRACT PERSONNEL EVALUATIONS

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.

10. OPERATIONAL REQUIREMENTS

10.1. Hours of Operation

10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift, up to a 40 hour work week, and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule in excess of 30 days must be approved in advance by SLMO. Though full time positions typically equate to 40 hours in a workweek, BPA makes no guarantee of a 40 hour work week for contract personnel.

10.2. Offsite Work

10.2.1. It is possible that contract personnel may be allowed to work off-site. If authorized:

- 10.2.1.1. Contract personnel will be allowed to work off-site with approval of the BPA workplace manager. Off-site work is to be performed in the BPA service area.
- 10.2.1.2. Contract personnel must follow all regulations and BPA/SLMO policies for off-site work.
- 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
- 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. **Holidays**

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act and Fair Labor Standards Act.

10.4. **Administrative Leave**

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.

- 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.

- 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. **Overtime**

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. The need for overtime will be validated by the BPA manager and approved by the SLMO COTRs.

10.6. **Weather or Force Majeure**

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. **Contract Personnel Engagement**

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.

- 10.7.2. The SLIM system will be used for the following activities under this contract.

10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);

10.7.2.2. Scheduling skills assessments/interviews

10.7.2.3. Initiating BPA's on-and-off boarding process; and associated documentation

10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;

10.7.2.5. Invoicing.

10.7.2.6. Credit/Debit memos

10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, and must remain in good standing for continued performance under this contract.

10.8. **Request to Fill.**

10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At their discretion, Contractor may elect to respond.

10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (and required documentation). Submittals received after the respond by date, may not be accepted.

10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility. No candidates should be submitted where this screening has not taken place. Qualified candidates shall be W-2 employees, or approved 1099 sub-contractors of the Contractor.

10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and shall not officially bind BPA.

10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in contract penalties or elimination from the supplemental labor Contractor pool.

10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of assignment end.

10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property, energized facility keys and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.

10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.

10.11 **Tax Treatment.** Contractor shall issue W2 statements to all employees performing work under this master agreement and ensure that all sub-contractors receive the appropriate 1099 document. .

10.12 **Security.** Contractor may not invoice for contract personnel time related to the background investigation process.

11. PREFERRED CONTRACTOR STRUCTURE

11.1. SLMO will assign the Contractor to a Tier, based on evaluation of Contractor's abilities in order to provide performance incentives.

11.2. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA.

12. CONTRACTOR PERFORMANCE EVALUATION

12.1. BPA will conduct performance evaluations to rate Contractors. BPA may use these performance evaluations as basis for Tier assignment, contract renewals, and contract termination.

12.2. Evaluation criteria will be based upon key performance indicators.

12.3. BPA will establish use of criteria it deems necessary.

13. CONTRACTOR REPRESENTATIVE

13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.

13.1.1. The COR or CO must be notified of all issues relating to contract personnel.

13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COR or CO.

13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. DISCRETIONARY CONTRACT PERSONNEL TRAINING

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor shall be responsible for job specific training requirements noted in the API at no additional expense to BPA.

15. SECURITY

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Business Sensitive/Proprietary, Controlled Unclassified Information (includes OOU) and classified material.** The Contractor and its employees shall follow all procedures,

rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor should direct specific questions to SLMO.

15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.

15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.

15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property.

15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.

15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.

15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.

15.4.4. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.

15.4.5. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. CONTRACT PERSONNEL IDENTIFICATION

16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.

16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.

16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. SAFETY AND HEALTH REQUIREMENTS

17.1. General

17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents, involving contract personnel, in which there is reportable damage to BPA furnished property or equipment,

occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. **Accident Reporting**

17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.

17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. **Damage Reports**

17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COR with a copy to the Contracting Officer, before close of business of the next day.

17.4. **Conservation of Resources**

17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 75836		2. Amendment/Modification Number: ... - 004	
3. Effective Date: 5/19/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 28-1.3 Blanket Purchasing Agreement – Basic Terms
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

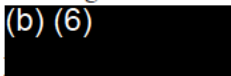
The purpose of this modification is to exercise final 6 months of Option Year 3. The following changes are made by this modification:

- A. The period of performance is changed from 05/14/2017 – 11/21/2020 to 05/14/2017 – 05/13/2021.
- B. All other terms and conditions remain unchanged and in full effect

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

VANDERHOUWEN & ASSOCIATES INC

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer (b) (6)  Digitally signed by Cody L. Rodriguez Date: 2020.11.19 18:31:03 -08'00'	15c. Date Signed: 11/19/2020
		(Signature of Contracting Officer)	